

*Proposed Counsel to the Official Committee of
Unsecured Creditors of Purdue Pharma L.P., et al.*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PURDUE PHARMA L.P., *et al.*,¹

Debtors.

Chapter 11

Case No. 19-23649 (RDD)

Jointly Administered

**NOTICE OF HEARING ON APPLICATION FOR ORDER
AUTHORIZING EMPLOYMENT AND RETENTION OF JEFFERIES
LLC AS INVESTMENT BANKER TO THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS *NUNC PRO TUNC* TO OCTOBER 4, 2019**

PLEASE TAKE NOTICE that a hearing on the *Application for Order Authorizing Employment and Retention of Jefferies LLC As Investment Banker to the Official Committee of Unsecured Creditors Nunc Pro Tunc to October 4, 2019* (the “Application”) will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court

¹ The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF L.P. (0495), SVC Pharma L.P. (5717) and SVC Pharma Inc. (4014). The Debtors' corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

for the Southern District of New York (the “Court”), Courtroom 116, 300 Quarropas Street, White Plains, New York 10601-4140, on **November 19, 2019 at 10:00 a.m. (prevailing Eastern Time)** or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any objections (each, an “Objection”) to the relief requested in the Application shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, shall be filed with the Bankruptcy Court and served in accordance with the *Amended Order Establishing Certain Notice, Case Management, and Administrative Procedures*, dated as of October 24, 2019 [ECF No. 342], so as to be filed and received no later than **November 15, 2019 at 4:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”).

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Application, the Official Committee of Unsecured Creditors of Purdue Pharma L.P. may, on or after the Objection Deadline, submit to the Court an order substantially in the form annexed as **Exhibit A** to the Application, which order the Court may enter without further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that any objecting parties are required to attend the hearing, and failure to appear may result in relief being granted upon default.

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New York, NY
Dated: November 5, 2019

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*Proposed Counsel to the Official Committee of Unsecured
Creditors of Purdue Pharma L.P., et al.,*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
	:	
PURDUE PHARMA L.P., et al.,	:	Case No. 19-23649 (RDD)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	

**APPLICATION FOR ORDER AUTHORIZING EMPLOYMENT AND
RETENTION OF JEFFERIES LLC AS INVESTMENT BANKER TO THE
OFFICIAL COMMITTEE OF UNSECURED CREDITORS *NUNC PRO
TUNC* TO OCTOBER 4, 2019**

The Official Committee of Unsecured Creditors (the “Committee”) of Purdue Pharma L.P.,
et al. (collectively, the “Debtors”) by this application (this “Application”) respectfully states as
follows:

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF L.P. (0495), SVC Pharma L.P. (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

RELIEF REQUESTED

1. By this Application, the Committee seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), (a) authorizing the retention and employment of Jefferies LLC (“Jefferies”) *nunc pro tunc* to October 4, 2019, as the Committee’s investment banker pursuant to that certain engagement letter between Jefferies and the Committee dated as of October 4, 2019 (the “Engagement Letter”), a copy of which is attached hereto as **Exhibit B**, (b) modifying certain time-keeping requirements of rule 2016(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rule 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), and (c) granting related relief. The Engagement Letter describes (i) the various services that the Committee seeks to have Jefferies perform on its behalf and (ii) the terms and conditions of Jefferies’ proposed engagement by the Committee. Jefferies’ services to the Committee are conditioned upon, and subject to, the Court’s approval of Jefferies’ retention under sections 328(a) and 1103(a) of the Bankruptcy Code.

JURISDICTION

2. This Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of these cases and this Application in this district is proper under 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief requested herein are sections 328(a) and 1103 of the Bankruptcy Code (as defined below), Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016.

BACKGROUND

3. On September 15, 2019 (the “Petition Date”) each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Since the Petition Date, the Debtors have remained in possession of their assets and have continued

to operate and manage their businesses as debtors in possession under Bankruptcy Code sections 1107(a) and 1108.

4. On September 26, 2019, the U.S. Trustee appointed a committee of unsecured creditors pursuant to Bankruptcy Code section 1102(a)(1). The U.S. Trustee constituted the Committee to comprise the following members: Blue Cross and Blue Shield Association; CVS Caremark Part D Services, L.L.C. and Caremark PCS Health, L.L.C.; Cheryl Juare; Kara Trainor; LTS Lohmann Therapy Systems Corporation; Pension Benefit Guaranty Corporation; Ryan Hampton; Walter Lee Salmons; and West Boca Medical Center.² Thereafter, the Committee selected Akin Gump Strauss Hauer & Feld LLP (“Akin Gump”) to serve as its primary counsel, Bayard, P.A. (“Bayard”) to serve as its efficiency counsel and Province, Inc. (“Province”) to serve as its financial advisor. On October 4, 2019, the Committee selected Jefferies to serve as its investment banker.

5. In support of this Application, the Committee relies on and fully incorporates herein by reference the *Declaration of Leon Szlezinger in Support of Application for Order Authorizing Employment and Retention of Jefferies LLC as Investment Banker to the Official Committee of Unsecured Creditors Nunc Pro Tunc to October 4, 2019* (the “Szlezinger Declaration”), attached hereto as **Exhibit C**, and the *Declaration of Brendan Stuhan in Support of Application for Order Authorizing Employment and Retention of Jefferies LLC as Investment Banker to the Official*

² On October 9, 2019, the Committee received a letter from counsel to a multi-state group comprising approximately 1,222 entities, including 1,172 cities, counties and other governmental entities, seven Native American tribal nations, six hospitals, two districts, 34 medical groups, two funds, and one veterans’ class across 36 states, representing approximately 60,000,000 individuals (the “Multi-State Group”), requesting the opportunity to join the Committee in an *ex officio* capacity. After careful consideration, on October 21, 2019, the Committee determined to grant the Multi-State Group’s request and Cameron County, Texas (the “Ex Officio Member”) joined the Committee. On October 30, 2019, the Multi-State Group filed the *Verified Statement of the Multi-State Governmental Entities Group Pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure* [ECF No. 409] disclosing the identity of each member of such group. For the avoidance of doubt, the Ex Officio Member is a non-voting member of the Committee and does not owe fiduciary duties to unsecured creditors as a result of its *ex officio* seat on the Committee.

Committee of Unsecured Creditors Nunc Pro Tunc to October 4, 2019 (the “Retention Declaration”), attached hereto as **Exhibit D**.

**JEFFERIES’ QUALIFICATIONS AND
THE NEED FOR JEFFERIES’ SERVICES**

6. The Committee submits this Application because of its need to retain a qualified investment banker to assist the Committee with certain critical tasks associated with guiding the Committee through these chapter 11 cases (the “Chapter 11 Cases”) that require investment banking expertise. Specifically, the Committee believes that an investment banker is needed to evaluate, advise, assist, and provide expert testimony, as required, with respect to, among other things, (i) the marketing, negotiation and court approval phases of any potential sale process(es) being conducted by the Debtors, (ii) analysis of any settlements with holders of claims and equity interests of the Debtors as well as any settlements with any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests, including arising from, related to or in connection with the Settlement Structure (as defined in the Debtors’ Informational Brief [ECF No. 17]), and (iii) relevant valuations, recoveries, evaluation and negotiations of any proposed chapter 11 plan, settlements, and sales. As set forth in the Retention Declaration, the Committee believes that its retention of an investment banker is necessary and appropriate to enable it to evaluate these and the other financial and economic issues raised by the Chapter 11 Cases and effectively fulfill its statutory duties.

7. The Committee has selected Jefferies as its investment banker in these Chapter 11 Cases based upon Jefferies’ extensive experience in matters involving complex financial

restructurings and Jefferies' excellent reputation for the services that it has rendered in chapter 11 cases on behalf of debtors and creditor constituencies throughout the United States.

8. As set forth in the Szlezinger Declaration, Jefferies is a full-service investment banking firm, with approximately 3,900 employees in more than 30 offices around the world. Jefferies and its senior professionals have extensive expertise providing investment banking services to financially distressed companies, creditors, committees, equity holders, asset purchasers and other constituencies in reorganization proceedings and complex financial restructurings, both in and out of court. Jefferies and its professionals are providing or have provided investment banking, financial advisory and other services in connection with the following recent cases, among others: *In re Blackjewel, L.L.C., et al.*, Case No. 19-30289 (Bankr. S.D.W.Va. August 13, 2019); *In re Cloud Peak Energy Inc., et al.*, Case No. 19-11047 (Bankr. D.Del. July 1, 2019); *In re The NORDAM Group, Inc.*, Case No. 18-11699 (Bankr. D. Del. Sep. 19, 2018); *In re EXCO Resources Inc., et al.*, Case No. 18-30155 (Bankr. S.D. Tex. August 1, 2018); *In re iHeartMedia, Inc.*, Case No. 18-31274 (Bankr. S.D. Tex. May 30, 2018); *In re M & G USA Corporation.*, Case No. 17-12307 (Bankr. D. Del. Jan. 5, 2018); *In re Real Industry, Inc.*, Case. No. 17-12464 (Bankr. D. Del. Dec. 19, 2017); *In re Avaya Inc.*, Case No. 17-10089 (Bankr. S.D.N.Y. Apr. 28, 2017); *In re La Paloma Generating Co., LLC*, Case No. 16-12700 (Bankr. D. Del. Jan. 17, 2017); *In re Golfsmith Int'l Holdings, Inc.*, Case No. 16-12033 (Bankr. D. Del. Oct. 13, 2016); *In re Roadhouse Holding, Inc.*, Case No. 16-11819 (Bankr. D. Del. Aug. 31, 2016); *In re Warren Res., Inc.*, Case No. 16-32760 (Bankr. S.D. Tex. July 13, 2016); *In re Peabody Energy Corp.*, Case No. 16-42529 (Bankr. E.D. Mo. June 17, 2016); *In re Arch Coal, Inc.*, Case No. 16-40120 (Bankr. E.D. Mo. Mar. 21, 2016); *In re Aspect Software Parent, Inc.*, Case No. 16-10597 (Bankr. D. Del. Apr. 21, 2016); *In re Sundevil Power Holdings, LLC*, Case No. 16-10369 (Bankr.

D. Del. Apr. 7, 2016); *In re Alpha Natural Res., Inc.*, Case No. 15-33896 (Bankr. E.D. Va. Oct. 16, 2015); *In re Patriot Coal Corp.*, Case No. 15-32450 (Bankr. E.D. Va. July 9, 2015); *In re EveryWare Global, Inc.*, Case No. 15-10743 (Bankr. D. Del. May 20, 2015); and *In re Caesars Entm't Operating Co., Inc.*, Case No. 15-01145 (Bankr. N.D. Ill. Mar. 26, 2015).

SCOPE OF SERVICES

9. Jefferies will be responsible for providing the Committee the specific services delineated below. These services involve responsibility for advising the Committee on the strategic elements of the Chapter 11 Cases (including relevant valuations, recoveries, evaluation and negotiation of any proposed chapter 11 plan, settlements and/or potential sale process(es)).

10. Subject to the Court's approval, the Committee anticipates that Jefferies will perform the following investment banking services, among others, pursuant to the Engagement Letter, as mutually agreed upon by Jefferies and the Committee:

- (a) assisting and advising the Committee in examining and analyzing any potential or proposed restructuring, reorganization, rescheduling, recapitalization, reduction, repayment, cancellation, elimination, retirement, refinancing, purchase, repurchase, and/or a material modification or amendment of all or any material portion of the Debtors' debt securities and/or other on- or off-balance sheet indebtedness, obligations or liabilities (including, without limitation, unfunded pension and retiree medical liabilities, lease obligations, trade credit facilities, litigation related claims including, without limitation, contract or tort obligations, joint venture interests and/or partnership interests), preferred stock, common stock and/or hybrid securities, however such result is achieved (including, without limitation, through any plan under title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the "Bankruptcy Code") confirmed in connection with the Chapter 11 Cases), a transfer, directly or indirectly, to a third party (including, without limitation, a trust or similar entity) of all or a significant portion of the equity securities or any of the businesses or assets of the Debtors or of any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests, including, without limitation, any such transactions under section 363 of the Bankruptcy Code, a settlement with any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests (including, without limitation, arising from, related to or in connection with the Settlement Structure (as defined in the Debtors' Informational

Brief [ECF No. 17])), (any of the foregoing, a “Transaction”) (for the avoidance of doubt, the consummation of any chapter 11 plan shall be deemed a Transaction);

- (b) assisting and advising the Committee in evaluating and analyzing the proposed implementation of any Transaction, including the value of the securities or debt instruments, if any, that may be issued in connection therewith;
- (c) assisting and advising the Committee in connection with negotiations with other stakeholders;
- (d) assisting and advising the Committee in evaluating and negotiating any restructuring and/or settlement proposals and/or alternatives and evaluating the impact on unsecured recoveries;
- (e) attending meetings of the Committee with respect to matters on which Jefferies has been engaged to advise the Committee hereunder;
- (f) providing testimony, as necessary and appropriate, with respect to matters on which Jefferies has been engaged to advise the Committee hereunder, in the Cases;
- (g) advising the Committee on the current state of the restructuring and capital markets; and
- (h) rendering such other investment banking services as may from time to time be agreed upon by the Committee and Jefferies, including, but not limited to, providing expert testimony.

11. While the Committee does not believe that the services to be performed by Jefferies on behalf of the Committee will be duplicative of the services performed by Province, as financial advisor to the Committee, Jefferies and Province recognize the difficulty in predicting how these complex Chapter 11 Cases will proceed. As such, they will undertake to coordinate their services to the Committee to avoid or minimize unnecessary duplication of services and any potential burden on the Debtors. The Committee firmly believes that Jefferies will provide these necessary services in a cost-effective, efficient and expert manner.

JEFFERIES’ DISINTERESTEDNESS

12. Jefferies has informed the Committee that, as of the date hereof, except as set forth in the Szlezinger Declaration, (a) Jefferies has no connection with the Debtors, their creditors, equity security holders or other parties in interest in these Chapter 11 Cases; (b) Jefferies does not

hold or represent any entity having an interest adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders; and (c) Jefferies (i) is not a creditor, equity security holder or an insider of the Debtors and (ii) is not or was not, within two years before the Petition Date, a director, officer, or employee of any of the Debtors. In addition, none of the Jefferies professionals expected to assist the Committee in these Chapter 11 Cases are related or connected to any United States Bankruptcy Judge for the Southern District of New York, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

13. The Committee has been advised that Jefferies has agreed not to share and will not share with any other person or entity the compensation to be received for professional services rendered in connection with these Chapter 11 Cases in accordance with section 504(a) of the Bankruptcy Code.

14. Based on the foregoing, the Committee believes that Jefferies is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

PROFESSIONAL COMPENSATION

15. Investment bankers, such as Jefferies, do not customarily charge for their services on an hourly basis. Instead, they typically charge a monthly advisory fee plus an additional fee contingent on occurrence of a specified transaction. As more fully set forth in the Engagement Letter (as modified by the Order), Jefferies and the Committee have agreed, subject to the Court's approval, on the following terms of compensation and expense reimbursement (the "**Fee and Expense Structure**"):

- **Monthly Fee**. A monthly fee (the "**Monthly Fee**") equal to \$225,000 per month until the expiration or termination of the Engagement Letter. The first Monthly Fee shall be payable immediately upon Bankruptcy Court approval of this Application (with, for the avoidance of doubt, the Monthly Fees being deemed to have accrued beginning on the date of the Engagement Letter), and each

subsequent Monthly Fee shall be payable in advance on each monthly anniversary thereafter. Fifty percent of the Monthly Fees in excess of \$2,700,000 (12 Monthly Fees) actually paid to Jefferies shall be credited once (without duplication) against the Transaction Fee (as defined below) due to Jefferies.

- Transaction Fee. Upon the consummation of any chapter 11 plan or other Transaction, a fee (the “Transaction Fee”) equal to \$7,500,000. For the avoidance of doubt, only one Transaction Fee may be payable to Jefferies under the terms of the Engagement Letter.

16. In addition to any fees that may be paid to Jefferies, the Debtors shall reimburse Jefferies for all out-of-pocket expenses (including reasonable fees and expenses of its counsel) incurred in connection with its engagement by the Committee.

17. During the pendency of these Chapter 11 Cases, Jefferies will apply to the Court for the allowance of compensation for professional services rendered and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and any other applicable procedures and orders of the Court consistent with the proposed compensation arrangement set forth in the Engagement Letter.

18. The Committee believes that the Fee and Expense Structure is reasonable. The Fee and Expense Structure appropriately reflects the nature of the services to be provided by Jefferies and the fee structures typically utilized by leading investment banking firms of similar stature to Jefferies for comparable engagements, both in and out of court. The Fee and Expense Structure is consistent with Jefferies’ normal and customary billing practices for cases of this size and complexity that require the level of scope and services outlined herein. Moreover, the Fee and Expense Structure is reasonable in light of (a) industry practice, (b) market rates charged for comparable services both in and out of the chapter 11 context, (c) Jefferies’ substantial experience with respect to investment banking services, and (d) the nature and scope of work to be performed by Jefferies in these Chapter 11 Cases. In particular, the Committee believes that the Fee and

Expense Structure creates a proper balance between fixed monthly fees and contingency fees. Similar fixed and contingency fee arrangements have been approved and implemented in other large chapter 11 cases. *See, e.g., In re Blackjewel, L.L.C., et al.*, Case No. 19-30289 (Bankr. S.D. W.Va. August 13, 2019) (authorizing retention of Jefferies under a fixed and contingent fee arrangement); *In re Cloud Peak Energy Inc., et al.*, Case No. 19-11047 (Bankr. D.Del. July 1, 2019) (same); *In re Westmoreland Coal Company*, Case No. 18-3562 (Bankr. S.D. Tex. Dec. 16, 2018) (same); *In re Mission Coal Company, LLC*, Case No. 18-04177 (Bankr. N.D. Ala. Oct. 14, 2018) (same); *In re The NORDAM Group, Inc.*, Case No. 18-11699 (Bankr. D. Del. Sep. 19, 2018) (same); *In re Avaya Inc.*, Case No. 17-10089 (Bankr. S.D.N.Y. Apr. 28, 2017) (same); *In re iHeartMedia, Inc.*, Case No. 18-31274 (Bankr. S.D. Tex. May 30, 2018) (same); *In re CHC Group LTD.*, Case No. 16-31854 (Bankr. N.D. Tex. Aug. 8, 2016) (same); *In re Peabody Energy Corp.*, Case No. 16-42529 (Bankr. E.D. Mo. June 17, 2016) (same); *In re Caesars Entm't Operating Co., Inc.*, Case No. 15-01145, (Bankr. N.D. Ill. Mar. 26, 2015) (same); *In re MPM Silicones, LLC*, Case No. 14-22503 (Bankr. S.D.N.Y. June 10, 2014) (same).

19. Consistent with its ordinary practice and the practice of investment bankers in other chapter 11 cases whose fee arrangements are not hours-based, Jefferies does not maintain contemporaneous time records or provide or conform to a schedule of hourly rates for its professionals. Given the foregoing and that Jefferies' compensation is based on fixed fees, the Committee requests that, notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, any order of this Court, or any other guideline regarding the submission and approval of fee applications, Jefferies' professionals be excused from maintaining time records in connection with the services to be rendered to the Committee. Jefferies will nonetheless maintain reasonably detailed summary time records, in one-half hour increments,

which records shall indicate the total hours incurred by each professional for each day and provide a brief description of the nature of the work performed. Courts in other large chapter 11 cases have excused flat-fee professionals from time-keeping requirements under similar circumstances. *See, e.g., In re Blackjewel, L.L.C., et al.*, Case No. 19-30289 (Bankr. S.D. W.Va. August 13, 2019) (requiring Jefferies only to keep reasonably detailed summary time records in one-half hour increments while indicating the total hours incurred by each professional for each day and briefly describing the nature of the work performed); *In re Cloud Peak Energy Inc., et al.*, Case No. 19-11047 (Bankr. D.Del. July 1, 2019) (same); *In re Westmoreland Coal Company*, Case No. 18-3562 (Bankr. S.D. Tex. Dec. 16, 2018) (same); *In re Mission Coal Company, LLC*, Case No. 18-04177 (Bankr. N.D. Ala. Oct. 14, 2018) (same); *In re Avaya Inc.*, Case No. 17-10089 (Bankr. S.D.N.Y. Apr. 28, 2017) (same); *In re iHeartMedia, Inc.*, Case No. 18-31274 (Bankr. S.D. Tex. May 30, 2018) (same); *In re MPM Silicones, LLC*, Case No. 14-22503 (Bankr. S.D.N.Y. June 10, 2014) (same); *In re Peabody Energy Corp.*, Case No. 16-42529 (Bankr. E.D. Mo. June 17, 2016) (same); *In re Caesars Entm't Operating Co., Inc.*, Case No. 15-01145 (Bankr. N.D. Ill. Mar. 26, 2015) (same).

INDEMNIFICATION OF JEFFERIES

20. As part of the overall compensation payable to Jefferies under the terms of the Engagement Letter, the Engagement Letter provides for certain indemnification obligations to Jefferies and its affiliates, and each of their respective officers, directors, managers, members, partners, employees and agents, and any other persons controlling Jefferies or any of its affiliates and their successors and permitted assigns, to the fullest extent lawful, from and against any and all claims, liabilities, losses, actions, suits, proceedings, third party subpoenas, damages, costs and expenses, as incurred, related to or arising out of or in connection with Jefferies' services under

the Engagement Letter.³ Such terms of indemnification, as modified by the Proposed Order, reflect the customary qualifications and limits on such terms for investment bankers such as Jefferies in chapter 11 cases. *See, e.g., In re Blackjewel, L.L.C., et al.*, Case No. 19-30289 (Bankr. S.D. W.Va. August 13, 2019) (approving indemnification provisions); *In re Westmoreland Coal Company*, Case No. 18-3562 (Bankr. S.D. Tex. Dec. 16, 2018) (same); *The NORDAM Group, Inc.*, Case No. 18-11699 (Bankr. D. Del. Sep. 19, 2018) (same); *In re Cloud Peak Energy Inc., et al.*, Case No. 19-11047 (Bankr. D. Del. July 1, 2019) (same); *In re Mission Coal Company, LLC*, Case No. 18-04177 (Bankr. N.D. Ala. Oct. 14, 2018) (same); *In re In re Avaya Inc.*, Case No. 17-10089 (Bankr. S.D.N.Y. Apr. 28, 2017) (same); *In re iHeartMedia, Inc.*, Case No. 18-31274 (Bankr. S.D. Tex. May 30, 2018) (same); *In re Avaya Inc.*, Case No. 17-10089 (Bankr. S.D.N.Y. Apr. 28, 2017) (same); *In re Ultra Petrol Corp.*, Case No. 16-32202 (Bankr. S.D. Tex. July 20, 2016) (same); *In re Warren Res., Inc.*, Case No. 16-32760 (Bankr. S.D. Tex. July 13, 2016) (same); *In re La Paloma Generating Co., LLC*, Case No. 16-12700 (Bankr. D. Del. Jan. 17, 2017) (same); *In re Golfsmith Int'l Holdings, Inc.*, Case No. 16-12033 (Bankr. D. Del. Oct. 13, 2016) (same); *In re Roadhouse Holding, Inc.*, Case No. 16-11819 (Bankr. D. Del. Aug. 31, 2016) (same); *In re MPM Silicones, LLC*, Case No. 14-22503 (Bankr. S.D.N.Y. June 10, 2014) (same).

BASIS FOR RELIEF

21. The Committee requests entry of an order authorizing it to retain and employ Jefferies pursuant to sections 328(a) and 1103(a) of the Bankruptcy Code. Section 1103(a) of the Bankruptcy Code provides, in relevant part, that the Committee, with the Court's approval, "may select and authorize the employment . . . of one or more attorneys, accountants, or other agents, to

³ To the extent there is any inconsistency between the summary of the indemnification provisions set forth in this Application and the indemnification set forth in Schedule A to the Engagement Letter, the terms of the Engagement Letter shall control.

represent or perform services” for the Committee. 11 U.S.C. § 1103(a). Section 328(a) of the Bankruptcy Code provides, in relevant part, that the Committee, with the Court’s approval, “may employ or authorize the employment of a professional person under section . . . 1103 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

22. Given the numerous issues that Jefferies may be required to address in performing its services for the Committee, Jefferies’ commitment to the variable time requirements and effort necessary to address all such issues as they arise, and the market prices for Jefferies’ services for engagements of this nature, the Committee submits that the terms and conditions of the Engagement Letter are fair, reasonable and market-based under the standards set forth in section 328(a) of the Bankruptcy Code. The Committee also believes that the Fee and Expense Structure appropriately reflects (a) the nature and scope of Jefferies’ services, (b) Jefferies’ substantial experience with respect to investment banking services, and (c) the fee structures typically utilized by Jefferies and other investment banks, which do not bill their clients on an hourly basis, in bankruptcy or otherwise.

23. As set forth above, and notwithstanding approval of Jefferies’ engagement under section 328(a) of the Bankruptcy Code, Jefferies intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court’s approval and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and any other applicable procedures and orders of this Court, with certain limited modifications as set forth herein. Notwithstanding the foregoing, Jefferies has agreed that the U.S. Trustee may review Jefferies’ compensation under section 330 of the Bankruptcy Code.

24. In light of the foregoing, the Committee submits that the retention of Jefferies is in the best interests of the Committee and the Debtors' unsecured creditors.

NO PRIOR REQUEST

25. No prior application for the relief requested herein has been made to this Court or any other court.

NOTICE

26. Notice of this Application will be given to: (a) the entities on the Master Service List (as defined in the Case Management Order); (b) the Debtors and their counsel; (c) the Office of the U.S. Trustee for the Southern District of New York; (d) the ad hoc committee of governmental and other contingent litigation claimants represented by Brown Rudnick LLP, Gilbert, LLP, Kramer Levin Naftalis & Frankel LLP, and Otterbourg PC; (e) holders of the 50 largest unsecured claims against the Debtors on a consolidated basis; (f) the United States Department of Justice; (g) the United States Attorney of the Southern District of New York, and (h) the attorneys general for all fifty states and the District of Columbia; (i) the Internal Revenue Service; and (j) all parties entitled to notice pursuant to Local Bankruptcy Rule 2002. The Committee submits that, under the circumstances, no other or further notice is required.

WHEREFORE, the Committee respectfully requests that the Court enter the Proposed Order, granting the relief requested in this Application and such other and further relief as may be just and proper.

Dated: November 5, 2019
New York, New York

Respectfully Submitted,

**THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF PURDUE PHARMA L.P. *ET AL.***

By: 

Name: Brendan Stuhan, not in his individual capacity but solely on behalf of Blue Cross and Blue Shield Association, in its capacity as co-chair of the official Committee of Unsecured Creditors of Purdue Pharma L.P., *et al.*

EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PURDUE PHARMA L.P., *et al.*,¹

Debtors.

Chapter 11

Case No. 19-23649 (RDD)

(Jointly Administered)

**ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF
JEFFERIES LLC AS INVESTMENT BANKER TO THE OFFICIAL COMMITTEE
OF UNSECURED CREDITORS *NUNC PRO TUNC* TO OCTOBER 4, 2019**

Upon consideration of the application (the “Application”)² of the Committee for entry of an order (a) authorizing the retention and employment of Jefferies LLC (“Jefferies”) *nunc pro tunc* to October 4, 2019, as the Committee’s investment banker pursuant to the Engagement Letter, (b) modifying certain time-keeping requirements of Bankruptcy Rule 2016(a) and Local Bankruptcy Rule 2016-1, and (c) granting related relief; and the Court being satisfied, based on the representations made in the Application and the Szlezinger Declaration, that Jefferies is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, and as required under section 328(a) of the Bankruptcy Code, and that Jefferies represents no interest adverse to the Debtors’ estates with respect to the matters upon which it is to be engaged; and the Court having reviewed the Application, the Szlezinger Declaration, and the Retention Declaration; and

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

² Capitalized terms used but not otherwise defined herein have the meanings given to them in the Application.

the Court having determined that the relief requested in the Application is in the best interests of the Debtors' estates; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein and upon all of the proceedings had before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is APPROVED as set forth herein.
2. Pursuant to sections 328(a) and 1103 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, the Committee is authorized to employ and retain Jefferies as its investment banker in these Chapter 11 Cases, pursuant to the terms and subject to the conditions set forth in the Engagement Letter and this Order, *nunc pro tunc* to October 4, 2019.
3. Except to the extent set forth herein, the Engagement Letter, including, without limitation, the Fee and Expense Structure, is approved pursuant to section 328(a) of the Bankruptcy Code, and the Debtors are authorized to pay, reimburse, and indemnify Jefferies in accordance with the terms and conditions of, and at the times specified in, the Engagement Letter, unless modified herein.
4. Jefferies shall file monthly, interim and final applications for allowance of compensation and reimbursement of expenses pursuant to and in accordance with the procedures

set forth in sections 330 and 331 of the Bankruptcy Code, such Bankruptcy Rules or Local Bankruptcy Rules as may then be applicable, and any other applicable orders and procedures of this Court; provided, however, that, notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any applicable procedures and orders of the Court or any guidelines regarding the submission and approval of fee applications, Jefferies' professionals shall be required only to keep reasonably detailed summary time records, in half-hour increments, which time records shall indicate the total hours incurred by each professional for each day and provide a brief description of the nature of the work performed.

5. Notwithstanding anything herein to the contrary, the fees and expenses payable to Jefferies pursuant to the Engagement Letter shall be subject to review pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code, except the U.S. Trustee shall retain the right and be entitled to object to Jefferies' fees and expenses based on the reasonableness standard provided for in section 330 of the Bankruptcy Code.

6. Notwithstanding anything in the Application or the Engagement Letter to the contrary, to the extent that Jefferies uses the services of independent contractors or subcontractors (the "Contractors") in these Chapter 11 Cases and Jefferies seeks to pass through the fees and/or costs of the Contractors to the Debtors, Jefferies shall (a) pass through the fees of such Contractors to the Debtors at the same rate that Jefferies pays the Contractors; (b) seek reimbursement for actual costs of the Contractors only; and (c) use commercially reasonable efforts to ensure that the Contractors perform conflict checks required by Bankruptcy Rule 2014 and file with the Court such disclosures as required by Bankruptcy Rule 2014.

7. The Committee shall use its reasonable efforts to coordinate with Jefferies to avoid duplication of services provided by any of the Committee's other retained professionals in the Chapter 11 Cases.

8. The indemnification provisions set forth in the Engagement Letter are approved, subject during the pendency of the Debtors' Chapter 11 Cases to the following:

- (a) subject to the provisions of subparagraphs (b), (c) and (d) below, the Debtors are authorized to indemnify, and to provide contribution and reimbursement to, and shall indemnify, and provide contribution and reimbursement to, the Indemnified Persons (as defined in the Engagement Letter) in accordance with the Engagement Letter for any claim arising from, related to, or in connection with the services provided for in the Engagement Letter;
- (b) notwithstanding subparagraph (a) above or any provisions of the Engagement Letter to the contrary, all requests of Indemnified Persons for payment of indemnity, contribution, or otherwise under the Engagement Letter shall be made by means of an interim or final fee application and shall be subject to the approval of, and review by, the Court to ensure that such payment conforms to the terms of the Engagement Letter, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the orders of this Court, and is reasonable based on the circumstances of the litigation or settlement in respect of which indemnity is sought; *provided* that in no event shall an Indemnified Person be indemnified or receive contribution to the extent that any claim arose or expense has resulted from any such losses finally judicially determined by a court of competent jurisdiction to have primarily resulted from the bad-faith, self-dealing, breach of fiduciary duty, if any, gross negligence, or willful misconduct on the part of that or any other Indemnified Person
- (c) In no event shall an Indemnified Person be indemnified or receive contribution or other payment under the indemnification provisions of the Engagement Letter if the Debtors or a representative of the Debtors' estates asserts a claim for, and the Court determines by final order that such claim primarily arose out of, such person's bad-faith, self-dealing, breach of fiduciary duty, if any, gross negligence, or willful misconduct on the part of that or any other Indemnified Person.
- (d) In the event an Indemnified Person seeks reimbursement for attorneys' fees from the Debtors pursuant to the indemnification, contribution or other payment under the indemnification provisions of the Engagement Letter, the invoices and supporting time records shall be subject to the Amended Guidelines for Fees and Disbursements for Professionals in Southern

District of New York Bankruptcy Cases and the approval of the Court under the standards of section 330 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code

9. In the event that, during the pendency of these Chapter 11 Cases, Jefferies requests reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be billed in one-tenth increments and included in Jefferies' fee applications, without the need for such legal counsel to be retained as a professional in these Chapter 11 Cases and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

10. To the extent that there may be any inconsistency between the terms of the Application, the Szlezinger Declaration, the Retention Declaration, the Engagement Letter and this Order, the terms of this Order shall govern.

11. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

13. The Committee is authorized to take all actions necessary to effectuate the relief granted in this Order.

14. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: November ____, 2019
New York, New York

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Engagement Letter

Strictly Confidential

Engagement Letter

As of October 4, 2019

To the Official Committee of Unsecured Creditors of Purdue Pharma L.P. and its debtor affiliates

Re: Advisory Services

This agreement (the “Agreement”) confirms that Jefferies LLC (“Jefferies”) has been engaged by the Official Committee of Unsecured Creditors (the “Committee”), appointed in the bankruptcy cases (the “Cases”) of Purdue Pharma L.P. and its debtor affiliates and their respective estates (collectively, the “Debtors”), which are now pending in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) to act as set forth herein.

1. Services. During the term of this engagement, and as mutually agreed upon by Jefferies and the Committee, Jefferies, acting as the exclusive investment banker to the Committee, will perform the following investment banking services, among others, in connection with the Cases:

(a) assisting and advising the Committee in examining and analyzing any potential or proposed restructuring, reorganization, rescheduling, recapitalization, reduction, repayment, cancellation, elimination, retirement, refinancing, purchase, repurchase, and/or a material modification or amendment of all or any material portion of the Debtors’ debt securities and/or other on- or off-balance sheet indebtedness, obligations or liabilities (including, without limitation, unfunded pension and retiree medical liabilities, lease obligations, trade credit facilities, litigation related claims including, without limitation, contract or tort obligations, joint venture interests and/or partnership interests), preferred stock, common stock and/or hybrid securities, however such result is achieved (including, without limitation, through any plan under title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the “Bankruptcy Code”) confirmed in connection with the Cases), a transfer, directly or indirectly, to a third party (including, without limitation, a trust or similar entity) of all or a significant portion of the equity securities or any of the businesses or assets of the Debtors or of any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests, including, without limitation, any such transactions under section 363 of the Bankruptcy Code, a settlement with any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests (including, without limitation, arising from, related to or in connection with the Settlement Structure (as defined in the Debtors’ Informational Brief [ECF No. 17])), (any of the foregoing, a “Transaction”) (for the avoidance of doubt, the consummation of any chapter 11 plan shall be deemed a Transaction);

(b) assisting and advising the Committee in evaluating and analyzing the proposed implementation of any Transaction, including the value of the securities or debt instruments, if any, that may be issued in connection therewith;

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(c) assisting and advising the Committee in connection with negotiations with other stakeholders;

(d) assisting and advising the Committee in evaluating and negotiating any restructuring and/or settlement proposals and/or alternatives and evaluating the impact on unsecured recoveries;

(e) attending meetings of the Committee with respect to matters on which Jefferies has been engaged to advise the Committee hereunder;

(f) providing testimony, as necessary and appropriate, with respect to matters on which Jefferies has been engaged to advise the Committee hereunder, in the Cases;

(g) advising the Committee on the current state of the restructuring and capital markets; and

(h) rendering such other investment banking services as may from time to time be agreed upon by the Committee and Jefferies, including, but not limited to, providing expert testimony.

It is expressly agreed that, other than as set forth above, Jefferies will not evaluate or attest to the Debtors' internal controls, financial reporting, illegal acts or disclosure deficiencies.

2. Cooperation.

(a) The Committee shall furnish or use its best efforts to cause the Debtors to furnish Jefferies with all current and historical materials and information regarding the business and financial condition of the Debtors, which the Committee and/or the Debtors believe are relevant to the transactions contemplated hereby and all information and data that Jefferies shall reasonably request in connection with Jefferies' activities hereunder (all such information so furnished being the "Information"). In addition, the Committee shall use its best efforts to cause the Debtors to provide Jefferies full access, as requested, to the Debtors' officers, directors, employees and professional advisors. The Committee agrees to promptly advise Jefferies of all developments known to the Committee materially affecting the Committee, the Debtors, any proposed Transaction or the accuracy of the information previously furnished to Jefferies by or on behalf of the Committee or the Debtors, and agrees to take commercially reasonable efforts to ensure that no material initiatives relating to the proposed Transaction will be taken without Jefferies having been informed in advance thereof.

(b) The Committee further acknowledges that Jefferies (i) will be relying on information and data provided to Jefferies (including, without limitation, information provided by or on behalf of the Debtors, the Committee or other parties to a Transaction) and available from generally recognized public sources, without having independently verified the accuracy or completeness thereof, (ii) does not assume responsibility for the

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accuracy or completeness of any such information and data, (iii) has not made, and will not make, any physical inspection or appraisal of the properties, assets or liabilities (contingent or otherwise) of the Debtors or any other party to a Transaction and (iv) in relying on any financial forecasts that may be furnished to or discussed with Jefferies, will assume that such forecasts have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of management as to the future financial performance of the Debtors or other party to a Transaction, as the case may be (and if such forecasts no longer reflect such estimates and judgments, then the Debtors will promptly inform, and provide updated forecasts to, Jefferies).

(c) The Committee acknowledges that this assignment may lead to an outcome not anticipated in this Agreement. In the event that circumstances have changed such that this engagement requires more of Jefferies' time and efforts than originally anticipated, the Committee agrees to meet and confer with Jefferies in good faith to determine the appropriate additional fees for Jefferies' services.

3. Use of Name, Advice, etc.

(a) No information or advice provided by Jefferies may be disclosed, in whole or in part, or summarized, excerpted from or otherwise referred to without Jefferies' prior written consent. The Committee shall not disseminate any materials bearing the Jefferies name or logo outside of the Committee without Jefferies' knowledge and consent. In addition, the Committee and the Debtors agree that any reference to Jefferies in any release, communication or other material is subject to Jefferies' prior written approval, which may be given or withheld in its reasonable discretion, for each such reference.

(b) Jefferies' advice is solely for the confidential use and information of the Committee (solely in the members' capacity as members of the Committee), and is only to be used in considering the matters to which this Agreement relates. Such advice may not be relied upon by any other person.

4. Compensation. The Debtors shall pay Jefferies each of the following:

(a) A monthly fee (the "Monthly Fee") equal to \$225,000 per month until the expiration or termination of this Agreement. The first Monthly Fee shall be payable immediately upon Bankruptcy Court approval of this Agreement (with, for the avoidance of doubt, the Monthly Fees being deemed to have accrued beginning on the date of this Agreement), and each subsequent Monthly Fee shall be payable in advance on each monthly anniversary thereafter. Fifty percent of the Monthly Fees in excess of \$2,700,000 (12 Monthly Fees) actually paid to Jefferies shall be credited once (without duplication) against the Transaction Fee (as defined below) due to Jefferies.

(b) Upon the consummation of any chapter 11 plan or other Transaction, a fee (the "Transaction Fee") equal to \$7,500,000. For the avoidance of doubt, only one Transaction Fee may be payable to Jefferies under the terms of this Agreement.

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The Committee and the Debtors acknowledge that in light of Jefferies' substantial experience and knowledge in the restructuring market, the uncertain nature of the time and effort that may be expended by Jefferies in fulfilling its duties hereunder, the opportunity cost associated with undertaking this engagement, and the "market rate" for professionals of Jefferies' stature in the restructuring market generally, the fee arrangement hereunder is just, reasonable and fairly compensates Jefferies for its services. The Committee and the Debtors further acknowledge that they each believe Jefferies' general restructuring expertise and experience, its knowledge of the capital markets and its other capabilities will inure to the benefit of the Committee in connection with any Transaction and that the value to the Committee of Jefferies' services hereunder derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the compensation hereunder is reasonable regardless of the number of hours to be expended by Jefferies' professionals in the performance of the services to be provided hereunder and that none of the fees hereunder shall be considered to be "bonuses" or fee enhancements under applicable law.

5. Expenses. In addition to any fees that may be paid to Jefferies hereunder, whether or not any Transaction occurs, the Debtors will reimburse Jefferies, promptly upon receipt of an invoice therefor, for all out-of-pocket expenses (including, without limitation, fees and expenses of its counsel, ancillary expenses and the fees and expenses of any other independent experts retained by Jefferies) incurred by Jefferies and its designated affiliates in connection with the engagement contemplated hereunder.

6. Indemnification. The terms and provisions of Schedule A are incorporated by reference herein, constitute a part hereof and shall survive any termination or expiration of this Agreement.

7. Termination. Jefferies' engagement hereunder will commence upon the execution of this Agreement by the Committee and Jefferies (and shall be effective as of October 4, 2019), and will continue until the earlier of the date on which (A) each of the Cases is either (i) dismissed, (ii) converted to cases under chapter 7 of the Bankruptcy Code, or (iii) subject to a chapter 11 plan that has been confirmed by the Bankruptcy Court and has been substantially consummated or (B) Jefferies' services hereunder are terminated by either Jefferies or the Committee on five business days' written notice to the other. Upon any termination of this Agreement, the Debtors shall promptly pay Jefferies any accrued but unpaid fees hereunder, and shall reimburse Jefferies for any unreimbursed expenses that are reimbursable hereunder. In the event of any termination of this Agreement, Jefferies shall be entitled to the Transaction Fee set forth in Section 4 if, on or prior to 12 months from the effective date of termination of this Agreement, the Debtors consummate or enter into an agreement which subsequently results in, a Transaction. Any such Transaction Fee shall be payable upon the closing of any such Transaction. Upon any termination of this Agreement, the rights and obligations of the parties hereunder shall terminate, except for the obligations set forth in Sections 3-7, 9-18, and Schedule A, which shall survive such termination.

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8. Exclusivity. During the term of the Agreement, the Committee agrees that it will not engage any other person to perform any services or act in any capacity for which Jefferies has been engaged pursuant to this Agreement with respect to any potential Transaction without the prior written approval of Jefferies. The Committee will promptly inform Jefferies of any inquiry it may receive regarding a Transaction. Notwithstanding the Debtors' obligations hereunder, including, but not limited to, their obligation to pay the fees and expenses of Jefferies and to indemnify Jefferies, it is understood and agreed that Jefferies' sole and exclusive client is the Committee, and Jefferies will in no circumstance be deemed to be an advisor to or have any obligation to any other party.

9. Bankruptcy Court Approval. The Committee shall use its best efforts to obtain prompt approval of this Agreement, pursuant to sections 328 and 1103 of the Bankruptcy Code, from the Bankruptcy Court. Such approval shall provide for the retention of Jefferies *nunc pro tunc* to October 4, 2019, shall incorporate all of the terms and conditions herein (explicitly including, but not limited to, the obligations and acknowledgements set forth in Schedule A), and shall provide that Jefferies' compensation shall be subject to the standard of review provided for in section 328(a) of the Bankruptcy Code, and not subject to any other standard of review under section 330 of the Bankruptcy Code. The Committee agrees that the application to retain Jefferies pursuant hereto, and the proposed order in connection therewith, will be subject to the prior approval of Jefferies in its sole and absolute discretion, and agrees that this Agreement (except for the obligations under Section 4 and Schedule A hereto) shall be null and void and Jefferies shall have no obligations hereunder unless such an order has been entered by the Bankruptcy Court and no appeal is pending as to such order.

10. Disclaimer.

(a) The Committee and the Debtors acknowledge that Jefferies' direct parent, Jefferies Group LLC, is a full service financial institution engaged in a wide range of investment banking and other activities (including, but not limited to, investment management, corporate finance, securities underwriting, trading and research and brokerage activities). The Committee and the Debtors also acknowledge that Jefferies Group LLC's ultimate parent, Jefferies Financial Group Inc. (collectively with its subsidiaries and affiliates (including Jefferies Group LLC), "Jefferies Financial Group"), is a diversified holding company engaged through its consolidated subsidiaries in a variety of businesses, including, buying and selling companies and business lines and making strategic investments in other companies and businesses, in each case from which conflicting interests, or duties, may arise, and that Jefferies Financial Group maintains certain officers, directors and employees who also perform the same or similar roles for Jefferies. Information that is held elsewhere within Jefferies Financial Group, but of which none of the individuals in Jefferies' investment banking department involved in providing the services contemplated by this Agreement actually has (or without breach of internal procedures can properly obtain) knowledge, will not for any purpose be taken into account in determining Jefferies' responsibilities to the Committee under this Agreement. Neither Jefferies nor any other part of Jefferies Financial Group has or will

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have any duty to disclose to the Committee or use for the Committee's benefit any non-public information acquired in the course of providing services to any other party, engaging in any transaction (on its own account or otherwise) or otherwise carrying on its business. In addition, in the ordinary course of business, Jefferies Financial Group may trade the securities of the members of the Committee, the Debtors and of potential participants in the Transaction for its own account and for the accounts of customers, and may at any time hold a long or short position in such securities. Jefferies recognizes its responsibility for compliance with federal securities laws and regulations in connection with such activities. Further, the Committee and the Debtors acknowledge that from time to time Jefferies' research department may publish research reports or other materials, the substance and/or timing of which may conflict with the views or advice of the members of Jefferies' investment banking department, and may have an adverse effect on the Committee's and the Debtors' interests in connection with the Transaction or otherwise. Jefferies' investment banking department is managed separately from its research department, and does not have the ability to prevent such occurrences. Jefferies Financial Group, its directors, officers and employees may also at any time invest on a principal basis or manage or advise funds that invest on a principal basis in any company that may be involved in the transactions contemplated hereby.

(b) The Debtors and the Committee acknowledge that Jefferies will act as an independent contractor hereunder, and that Jefferies' responsibility to the Committee is solely contractual in nature and that Jefferies does not owe the Committee, or any other person or entity, any fiduciary or similar duty as a result of its engagement hereunder or otherwise. Jefferies and its affiliates will not be liable for any losses, claims, damages or liabilities arising out of the actions taken, omissions of or advice given by other parties who are providing services to the Debtors or the Committee. The Committee acknowledges that Jefferies is not an advisor as to legal, tax, accounting or regulatory matters in any jurisdiction. The Committee also acknowledges that it has consulted with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of this Agreement and the transactions contemplated hereby, and Jefferies and its affiliates shall have no responsibility or liability with respect thereto. Each of the Debtors and the Committee agrees that it is capable of evaluating the merits and risks of the transactions and the fees payable in connection therewith and that it understands and accepts the terms, conditions, and risks of the transactions and such fees. By signing this Agreement, each of the Debtors and the Committee expressly acknowledges that Jefferies does not guarantee, warrant or otherwise provide assurance that the Debtors and the Committee will be able to implement or consummate any Transaction, or any other transaction contemplated herein, or achieve any other result.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.

12. Exclusive Jurisdiction. Except as set forth below, the parties agree that any dispute, claim or controversy directly or indirectly relating to or arising out of this

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Agreement, the termination or validity of this Agreement, any alleged breach of this Agreement, the engagement contemplated by this Agreement or the determination of the scope of applicability of this Agreement to this Section 12 (any of the foregoing, a "Claim") shall be commenced in the Commercial Division of the Supreme Court of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction over the adjudication of such matters and shall decide the merits of each claim on the basis of the internal laws of the State of New York without regard to principles of conflicts of law. The Committee, the Debtors and Jefferies agree and consent to personal jurisdiction, service of process and venue of such courts, waive all right to trial by jury for any claim and agree not to assert the defense of forum non-conveniens. The Committee, the Debtors and Jefferies also agree that service of process may be effected through next-day delivery using a nationally-recognized overnight courier or personally delivered to the addresses set forth or referred to in Section 16 hereof. The Debtors shall pay all of Jefferies' costs and expenses (including, without limitation, fees and expenses of counsel) in an enforcement proceeding if the court in such proceeding determines that Jefferies is entitled to recover amounts due hereunder. The Committee, the Debtors and Jefferies further agree that a final, non-appealable judgment in respect of any claim brought in any such court shall be binding and may be enforced in any other court having jurisdiction over the party against whom the judgment is sought to be enforced.

13. Payments. All payments to be made to Jefferies hereunder shall be non-refundable and made in cash by wire transfer of immediately available U.S. funds. Except as expressly set forth herein, no fee payable to Jefferies hereunder shall be credited against any other fee due to Jefferies. The Debtors' obligation to pay any fee or expense set forth herein shall be absolute and unconditional and shall not be subject to reduction by way of setoff, recoupment or counterclaim.

14. Services on Behalf of Committee. Neither the Committee, its constituents, nor any of its advisors or professionals (including, but not limited to, counsel to the Committee ("Committee Counsel")) shall be liable for the fees, expenses or other amounts payable to Jefferies hereunder. Jefferies is providing its services as the investment banker to the Committee and is not providing any services on behalf of the individual members of the Committee. To the extent any issue arises as to the scope, nature or substance of Jefferies' engagement, Jefferies and the Committee, with the advice of Committee Counsel, shall work in good faith to mutually resolve such issue.

15. Announcements, etc. The Committee and the Debtors agree that Jefferies may, following the announcement of a Transaction, describe the Transaction (or prior to a consummation or announcement of a Transaction, Jefferies role as an advisor to the Committee) in any form of media or in Jefferies' marketing materials, stating Jefferies' role and other material terms of the Transaction and using the Debtors' name and logo in connection therewith. The Committee agrees that any press release it may issue

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announcing a Transaction will, at Jefferies' request, contain a reference to Jefferies' role in connection with the Transaction in form and substance satisfactory to Jefferies.

16. Notices. Notice given pursuant to any of the provisions of this Agreement shall be in writing and shall be mailed or delivered (a) if to the Committee, at the address set forth above, and (b) if to Jefferies, at 520 Madison Avenue, New York, New York 10022, Attention: General Counsel.

17. Miscellaneous This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and may not be amended or modified except in writing signed by each party hereto. This Agreement may not be assigned by either party hereto without the prior written consent of the other, to be given in the sole discretion of the party from whom such consent is being requested. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning party. This Agreement is binding upon and inures to the benefit of each party's permitted successors and permitted assigns. This Agreement is solely for the benefit of the Committee, Jefferies and, to the extent expressly set forth herein, the Indemnified Persons and no other party shall be a third party beneficiary to, or otherwise acquire or have any rights under or by virtue of, this Agreement; provided that Jefferies may, in the performance of its services hereunder, procure the services of other members of Jefferies Financial Group (as defined above), which members shall be entitled to the benefits and subject to the terms of this Agreement. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, void or unenforceable in any respect, or against public policy, such determination shall not affect such provision in any other respect nor any other provision hereof. Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement. All references to "\$" or "dollars" herein shall be references to U.S. dollars. "Third party" as used herein shall mean any party other than the parties hereto. No failure or delay by Jefferies in exercising any right, power or remedy hereunder or pursuant hereto, or any failure to give notice of any breach of or to require compliance with any term of this Agreement, shall operate as a waiver thereof. This Agreement may be executed in facsimile or other electronic counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document. This Agreement has been reviewed by each of the signatories hereto and its counsel. There shall be no construction of any provision against Jefferies because this Agreement was drafted by Jefferies, and the parties waive any statute or rule of law to such effect.

18. Patriot Act. Jefferies hereby notifies the Debtors, the Committee, and the Committee's members that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act. Pub. L. N 109-177 (Mar. 9, 2006) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Debtors, the Committee, and the Committee's members in a manner that satisfies the requirements of the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act.

Official Committee of Unsecured Creditors
of Purdue Pharma L.P., et al.
Page 9

Please sign below and return to Jefferies to indicate your acceptance of the terms set forth herein, and once executed by each of Jefferies, the Debtors and the Committee, this Agreement shall constitute a binding agreement among Jefferies, the Debtors and the Committee as of the date first written above.

Sincerely,

JEFFERIES LLC

By 

Name: Leon Szlezinger
Title: Managing Director

Accepted and Agreed:

**OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF
PURDUE PHARMA L.P., ET AL.**

By 

Name: Brendan Stuhan, not in his
individual capacity but solely on behalf of
Blue Cross and Blue Shield Association,
in its capacity as co-chair of the Official
Committee of Unsecured Creditors of
Purdue Pharma L.P., et al.

Reference is made to the Agreement attached hereto between Jefferies and the Committee. Unless otherwise noted, all capitalized terms used herein shall have the meanings set forth in the Agreement.

As further consideration under the Agreement, the Debtors agree to indemnify and hold harmless Jefferies and its affiliates, and each of their respective officers, directors, managers, members, partners, employees and agents, and any other persons controlling Jefferies or any of its affiliates and their successors and permitted assigns (collectively, "Indemnified Persons"), to the fullest extent lawful, from and against any and all claims, liabilities, losses, actions, suits, proceedings, third party subpoenas, damages, costs and expenses (an "Action") (including, without limitation, full reimbursement of all fees and expenses of counsel incurred in investigating, preparing or defending against any such Action and in enforcing the terms of this Schedule A), as incurred, related to or arising out of or in connection with Jefferies' services (whether occurring before, at or after the date hereof) under the Agreement, or the Transaction or any proposed transaction contemplated by the Agreement or any Indemnified Person's role in connection therewith, whether or not resulting from an Indemnified Person's negligence ("Losses"), provided, however, that the Debtors shall not be responsible for any Excluded Losses. "Excluded Losses" shall mean Losses that arise out of or are based on any action of or failure to act by Jefferies to the extent such Losses are determined, by a final, non-appealable judgment by a court, to have resulted solely from Jefferies' gross negligence or willful misconduct (other than an action or failure to act undertaken at the request or with the consent of the Committee).

The Committees and the Debtors agree that no Indemnified Person shall have any liability to the Committee or the Debtors or its and their respective owners, parents, affiliates, securityholders or creditors for any Losses, except for Excluded Losses.

The Debtors agree that it will not settle, facilitate any settlement of, or compromise or consent to the entry of any judgment in, or otherwise seek to terminate, any pending or threatened Action in respect of which indemnification or contribution may be sought hereunder (whether or not any Indemnified Person is a party to such Action) unless Jefferies has given its prior written consent, or the settlement, compromise, consent or termination (i) includes an express unconditional release of such Indemnified Person from all Losses arising out of such Action and (ii) does not include any admission or assumption of fault on the part of any Indemnified Person.

If, for any reason (other than by reason of a final, non-appealable judgment by a court as to the gross negligence or willful misconduct of Jefferies as provided above) the foregoing indemnity is judicially determined to be unavailable to an Indemnified Person for any reason or insufficient to hold any Indemnified Person harmless, then the Debtors agree to contribute to any such Losses in such proportion as is appropriate to reflect the relative benefits received or proposed to be received by the Debtors and its securityholders, on the one hand, and by Jefferies, on the other, from the Transaction or proposed Transaction or, if allocation on that basis is not permitted under applicable law, in such proportion as is appropriate to reflect not only the relative benefits received by the Debtors and its securityholders, on the one hand, and Jefferies, on the other, but also the relative fault of the Debtors and its securityholders on the one hand, and Jefferies, on the other, as well as any relevant equitable considerations. Notwithstanding the provisions hereof, the aggregate contribution of all Indemnified Persons to all Losses shall not exceed the amount of fees actually received by Jefferies with respect to the services rendered pursuant to the Agreement. Relative benefits to the Debtors and its securityholders, on the one hand, and to Jefferies, on the other hand, shall be deemed to be in the same proportion as (i) the total transaction value of the Transaction or the proposed Transaction bears to (ii) all fees actually received by Jefferies in connection with the Agreement.

The indemnity, contribution and expense reimbursement obligations set forth herein (i) shall be in addition to any liability the Debtors may have to any Indemnified Person at common law or otherwise, (ii) shall survive the termination of the Agreement, (iii) shall apply to any modification of Jefferies' engagement, (iv) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of Jefferies or any other Indemnified Person, (v) shall be binding on any successor or assign of the Debtors and successors or assigns to the Debtors' business and assets and (vi) shall inure to the benefit of any successor or assign of any Indemnified Person. For a period beginning on the date hereof and ending on that date which is three years from termination of this Agreement, prior to entering into any agreement or arrangement with respect to, or effecting, any proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Debtors set forth in this Schedule A, the Debtors will notify Jefferies in writing thereof (if not previously notified) and, if requested by Jefferies, shall arrange in connection therewith alternative means of providing for obligations of the Debtors set forth in this Schedule A, including the assumption of such obligations by another party, insurance, surety bonds or the creation of an escrow, in each case in an amount and upon terms and conditions satisfactory to Jefferies; provided, however, that, if any action, proceeding or investigation is pending at the end of such three-year

period for which a claim for indemnification, contribution or reimbursement under this Schedule A has been made, the Debtors' obligations hereunder shall continue until such action, proceeding or investigation has been ultimately resolved.

EXHIBIT C

Szlezinger Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PURDUE PHARMA L.P., *et al.*,¹

Debtors.

Chapter 11

Case No. 19-23649 (RDD)

(Jointly Administered)

**DECLARATION OF LEON SZLEZINGER IN SUPPORT OF APPLICATION FOR
ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF JEFFERIES LLC AS
INVESTMENT BANKER TO THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS *NUNC PRO TUNC* TO OCTOBER 4, 2019**

I, Leon Szlezinger, hereby declare under penalty of perjury that, to the best of my knowledge and belief, and after reasonable inquiry, the following is true and correct:

1. I am a Managing Director and Joint Global Head of Restructuring & Recapitalization at Jefferies LLC (“**Jefferies**”), an investment banking and financial advisory firm with principal offices located at 520 Madison Avenue, New York, New York 10022, as well as at other locations worldwide.

2. I submit this declaration (this “**Declaration**”) in support of the application (the “**Application**”)² of the Official Committee of Unsecured Creditors (the “**Committee**”) of Purdue Pharma L.P. and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) for

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF LP (0495), SVC Pharma LP (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

² All capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Application.

entry of an order authorizing the Committee to retain and employ Jefferies LLC (“**Jefferies**”) as its investment banker, *nunc pro tunc* to October 4, 2019, pursuant to the terms of the Engagement Letter.

3. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and, if called as a witness, I would testify thereto. Certain of the disclosures herein, however, relate to matters within the personal knowledge of other professionals at Jefferies and are based on information provided by such professionals.

JEFFERIES’ QUALIFICATIONS

4. I believe that Jefferies and the professionals it employs are uniquely qualified to advise the Committee on the matters for which Jefferies is proposed to be employed in a cost-effective, efficient, and expert manner.

5. Jefferies is a registered broker-dealer with the United States Securities and Exchange Commission and a member of the Boston Stock Exchange, the International Stock Exchange, the Financial Industry Regulatory Authority, the Pacific Stock Exchange, the Philadelphia Stock Exchange and the Securities Investor Protection Corporation. Jefferies was founded in 1962 and is a wholly-owned subsidiary of Jefferies Group LLC, which, together with its affiliates, has gross assets of approximately \$41 billion and approximately 3,700 employees in more than 30 offices around the world.

6. Jefferies provides a broad range of corporate advisory services to its clients including, without limitation, services relating to the following: (a) general financial advice; (b) mergers, acquisitions, and divestitures; (c) special committee assignments; (d) capital raising; and (e) corporate restructurings. Jefferies and its senior professionals have extensive experience in the reorganization and restructuring of troubled companies, both out of court and in Chapter 11

proceedings. Jefferies has advised debtors, creditor and equity constituencies, and purchasers in numerous reorganizations in the United States and worldwide. Since 2007, Jefferies has been involved in more than 200 restructurings representing more than \$500 billion in restructured liabilities.

7. Jefferies has extensive experience in reorganization cases and an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors, creditors, and creditors' committees throughout the United States. Jefferies has advised on the following recent chapter 11 cases, among others: *In re Blackjewel, L.L.C., et al.*, Case No. 19-30289 (Bankr. S.D. W.Va. August 13, 2019); *In re Cloud Peak Energy Inc., et al.*, Case No. 19-11047 (Bankr. D. Del. July 1, 2019); *In re The NORDAM Group, Inc.*, Case No. 18-11699 (Bankr. D. Del. Sep. 19, 2018); *In re EXCO Resources Inc., et al.*, Case No. 18-30155 (Bankr. S.D. Tex. August 1, 2018); *In re iHeartMedia, Inc.*, Case No. 18-31274 (Bankr. S.D. Tex. May 30, 2018); *In re M & G USA Corporation.*, Case No. 17-12307 (Bankr. D. Del. Jan. 5, 2018); *In re Real Industry, Inc.*, Case No. 17-12464 (Bankr. D. Del. Dec. 19, 2017); *In re Avaya Inc.*, Case No. 17-10089 (Bankr. S.D.N.Y. Apr. 28, 2017); *In re La Paloma Generating Co., LLC*, Case No. 16-12700 (Bankr. D. Del. Jan. 17, 2017); *In re Golfsmith Int'l Holdings, Inc.*, Case No. 16-12033 (Bankr. D. Del. Oct. 13, 2016); *In re Roadhouse Holding, Inc.*, Case No. 16-11819 (Bankr. D. Del. Aug. 31, 2016); *In re Warren Res., Inc.*, Case No. 16-32760 (Bankr. S.D. Tex. July 13, 2016); *In re Peabody Energy Corp.*, Case No. 16-42529 (Bankr. E.D. Mo. June 17, 2016); *In re Arch Coal, Inc.*, Case No. 16-40120 (Bankr. E.D. Mo. Mar. 21, 2016); *In re Aspect Software Parent, Inc.*, Case No. 16-10597 (Bankr. D. Del. Apr. 21, 2016); *In re Sundevil Power Holdings, LLC*, Case No. 16-10369 (Bankr. D. Del. Apr. 7, 2016); *In re Alpha Natural Res., Inc.*, Case No. 15-33896 (Bankr. E.D. Va. Oct. 16, 2015); *In re Patriot Coal Corp.*, Case No. 15-32450 (Bankr. E.D. Va.

July 9, 2015); *In re EveryWare Global, Inc.*, Case No. 15-10743 (Bankr. D. Del. May 20, 2015); *In re Caesars Entm't Operating Co., Inc.*, Case No. 15-01145 (Bankr. N.D. Ill. Mar. 26, 2015); *In re K-V Discovery Solutions, Inc.*, Case No. 12-13346 (Bankr. S.D.N.Y. Oct. 10, 2012); *In re Eastman-Kodak Co.*, Case No. 12-10202 (Bankr. S.D.N.Y. Apr. 19, 2012); *In re Borders Grp., Inc.*, No. 11-10614 (Bankr. S.D.N.Y. Mar. 16, 2011); *In re MSR Golf Resort LLC*, No. 11-10372 (Bankr. S.D.N.Y. Feb. 1, 2011); *In re Extended Stay Inc.*, No. 09-13764 (Bankr. S.D.N.Y. Aug. 13, 2009); and *In re DBSD N. Am., Inc.*, No. 09-13061 (Bankr. S.D.N.Y. July 22, 2009).

JEFFERIES' DISINTERESTEDNESS

8. In connection with its retention by the Committee, Jefferies undertook to determine whether Jefferies, its principals and professionals (a) have any connection with the Debtors, their affiliates, their creditors or any other parties in interest in these Chapter 11 Cases or (b) have an interest adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders.

9. To check potential connections with the Debtors and other parties in interest in these Chapter 11 Cases, Jefferies has searched to determine whether it had any relationships with the entities identified by the Debtors and its representatives as potential parties in interest listed on **Schedule 1** hereto (the "**Potential Parties in Interest**"). Specifically, Jefferies entered the names of the Potential Parties in Interest into a database containing the names of Jefferies' current and former corporate investment banking and municipal finance clients. To the extent that this inquiry has revealed that certain Potential Parties in Interest were current or former corporate investment banking clients of Jefferies within the past three years or municipal finance clients³ within the past

³ Out of an abundance of caution, where a Jefferies municipal finance client is not a Potential Party In Interest, but such client shares an affiliation with a municipality, county or state (including, in each case, agencies, divisions or subsets thereof) of a Potential Party in Interest, Jefferies has identified the municipality, county or state, as applicable on the Client Match List.

two years, these parties have been identified on a list annexed hereto as **Schedule 2** (the “**Client Match List**”). Through the information generated from the aforementioned inquiry and through follow-up inquiries to Jefferies professionals responsible for certain clients listed on the Client Match List, Jefferies has determined that, except as otherwise stated on the Client Match List, its representation of the clients on the Client Match List, concerned matters unrelated to the Debtors. None of the parties on the Client Match List represent more than 1% of Jefferies’ annual revenues for the past three fiscal years. As to the Potential Parties in Interest not identified on the Client Match List, Jefferies has not been employed by or rendered advisory or municipal finance services to any such parties within the applicable time periods specified above.

10. As part of its diverse global activities, Jefferies is involved in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in these Chapter 11 Cases. Further, Jefferies has in the past, and may in the future, advise and/or be represented by several attorneys, law firms and other professionals, some of whom may be involved in these Chapter 11 Cases. Finally, Jefferies has in the past, and will likely in the future, be working with or against other professionals involved in these Chapter 11 Cases in matters wholly unrelated to these Chapter 11 Cases. Based upon our current knowledge of the professionals involved in these Chapter 11 Cases, and to the best of my knowledge, none of these business relationships constitute interests adverse to the interests of the Debtors’ estates or of any class of creditors or equity security holders in matters upon which Jefferies is to be employed, and none are in connection with these Chapter 11 Cases.

11. Jefferies is a global investment banking firm with broad activities covering, in addition to its investment banking and financial advisory practice, trading in equities, convertible

securities, and corporate bonds. With more than 80,000 customer accounts and thousands of relationships and transactions around the world, it is possible that one or more of Jefferies' clients or a counterparty to a securities transaction may hold a claim or interest or otherwise be Potential Parties in Interest in these Chapter 11 Cases and that Jefferies and/or its affiliates may have other business relationships and/or connections with such Potential Parties in Interest. Certain Potential Parties in Interest may also serve on official or ad hoc committees which have retained Jefferies in other cases. Further, as a major market maker in equity securities as well as a major trader of corporate bonds and convertible securities, including those of creditors or parties in interest in these Chapter 11 Cases, Jefferies regularly enters into securities transactions with other registered broker-dealers as a part of its daily activities. Jefferies is also engaged from time to time by various municipalities and other governmental entities on financing and related matters. Some of these counterparties may be creditors, equity holders or other parties in interest in these Chapter 11 Cases. Jefferies believes that none of these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Jefferies is to be employed, and none are in connection with these Chapter 11 Cases.

12. In addition, as of the date hereof, Jefferies and its affiliates have thousands of employees worldwide. It is possible that certain of Jefferies' and its affiliates' respective directors, officers and employees may have had in the past, may currently have, or may in the future have connections to (a) the Debtors, (b) the Potential Parties in Interest and/or (c) funds or other investment vehicles that may own debt or securities of the Debtors or other Potential Parties in Interest. Furthermore, in addition to the parties listed on **Schedule 2**, Jefferies may also represent, or may have represented, affiliates, equity holders and/or sponsors of the Potential Parties in Interest. Certain of the Potential Parties in Interest may also be vendors or insurers of Jefferies

and/or have other non-investment banking relationships with Jefferies. Jefferies may also represent, or may have represented in the past, committees or groups of lenders or creditors in connection with certain restructuring or refinancing engagements, which committees or groups include, or included, entities that appear on the Potential Parties in Interest list. Jefferies believes that none of these business relationships constitute interests adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders in matters upon which Jefferies is to be employed, and none are in connection with these Chapter 11 Cases.

13. Certain affiliates of Jefferies serve as managers for a number of investment vehicles (collectively, the "**Managed Funds**"). The Managed Funds are principally intended for investments by third parties unrelated to Jefferies. However, such investors may also include financial institutions (some of which may be parties in interest in these Chapter 11 Cases), affiliates of Jefferies, or their respective officers and employees (some of whom may be Jefferies' employees providing services in connection with these Chapter 11 Cases). Jefferies' employees working in connection with these Chapter 11 Cases have no control over or involvement in investment decisions made for the Managed Funds. With respect to the Managed Funds, Jefferies makes the following additional disclosures:

- (a) Among other things, the Managed Funds are (i) active direct investors in a number of portfolio companies (the "**Equity Investments**") and (ii) investors in a variety of debt instruments and mezzanine loans or similar securities (the "**Income Investments**") and, together with the Equity Investments, the "**Portfolio Holdings**"); and
- (b) The fund managers of the Managed Funds maintain control over investment decisions with respect to the Portfolio Holdings. Many financial institutions and parties in interest who may be involved in these Chapter 11 Cases may also be investors in the Managed Funds. Moreover, the Managed Funds may invest from time to time in Portfolio Holdings relating to the Debtors or parties in interest in these Chapter 11 Cases. In order to comply with securities laws and to avoid any appearance of impropriety, the employees of the Managed Funds are strictly separated from the employees of Jefferies. Jefferies maintains a strict separation between its employees assigned to these Chapter 11 Cases and employees involved

in the management of Jefferies' investment banking division, on the one hand, and other employees of Jefferies (*e.g.*, sales and trading employees) and its affiliates (including the employees of the Managed Funds), on the other hand. This separation is maintained through the use of information walls. These information walls include physical and technological barriers, compliance, and surveillance mechanisms and policies and procedures designed to prevent confidential information from being shared improperly. Consequently, as no confidential information concerning the Debtors is permitted to be communicated to any persons working for the Managed Funds, Jefferies does not believe that the relationships outlined above constitute interests adverse to the estates or render Jefferies not disinterested in these Chapter 11 Cases.

14. In addition, as part of its regular business operations, Jefferies may trade securities and other instruments of the Debtors on behalf of third parties (some of whom may be parties in interest in these Chapter 11 Cases). Jefferies may also trade securities and other instruments of the Potential Parties in Interest on behalf of itself and/or its affiliates or third parties. Any and all such trading operations and market making activities are separated from Jefferies' investment banking department, and its managing directors and employees (including the investment banking professionals working on these Chapter 11 Cases) by an information barrier, and no Jefferies professionals providing services to the Committee will be involved with such trading operations and market making activities in any capacity.⁴

15. The Debtors have numerous creditors and relationships with a large number of individuals and entities that may be parties in interest in these Chapter 11 Cases. Consequently, although every reasonable effort has been made to discover Jefferies' connections with the Potential Parties in Interest, Jefferies is unable to state with certainty whether any of its clients or an affiliated entity of a client holds a claim or otherwise is a party in interest in these Chapter 11 Cases. If Jefferies discovers any information that is contrary or pertinent to the statements made herein,

⁴ These information barriers include physical and technological barriers, compliance and surveillance mechanisms and policies and procedures designed to prevent confidential information from being shared improperly.

Jefferies will promptly disclose such information to the Court. Additionally, as noted above, Jefferies is part of a global investment banking firm and thus has several legally separate and distinct foreign and domestic affiliates. Although employees of certain affiliates may sometimes assist Jefferies in connection with a restructuring engagement, as Jefferies is the only entity being retained in these Chapter 11 Cases, Jefferies has researched only the electronic client files and records of Jefferies, not of all of its affiliates, to determine connections with any Potential Parties in Interest.

16. Jefferies does not advise, has not advised and will not advise any entity other than the Committee in matters related to these Chapter 11 Cases. Jefferies will, however, continue to provide professional services to entities or persons that may be creditors of the Debtors or parties in interest in these Chapter 11 Cases, provided that such services do not relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

17. Except as otherwise set forth herein, to the best of my knowledge, information, and belief, neither Jefferies nor any employee of Jefferies (a) is a creditor, equity security holder or an insider of the Debtors or (b) is or was, within two years before the Petition Date, a director, officer, or employee of any of the Debtors. In addition, none of the Jefferies professionals expected to assist the Committee in these Chapter 11 Cases are related or connected to any United States Bankruptcy Judge for the Southern District of New York, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

18. As of the date of this Declaration, Jefferies has received no compensation for its work on behalf of the Committee.

19. The Fee and Expense Structure and the indemnification obligations set forth in the Application are consistent with Jefferies' typical fee for work of this nature. The fees are set at a

level designed to compensate Jefferies fairly for the work of its professionals and assistants and to cover fixed and routine overhead expenses. It is Jefferies' policy to charge its clients for all disbursements and expenses incurred in the rendition of services.

20. It is not the general practice of investment banking firms to keep detailed time records similar to those customarily kept by attorneys. Jefferies' restructuring professionals, when formally retained in chapter 11 cases, and when required by local rules, do, and in these Chapter 11 Cases will, keep time records, in half-hour increments, describing their daily activities and the identity of persons who performed such tasks. Jefferies will also supplement this information with a list of the non-restructuring professionals who assist the restructuring department on this matter but who do not, as a matter of general practice, keep records in the same manner.

21. The Fee and Expense Structure is comparable to those generally charged by investment banking firms of similar stature to Jefferies and for comparable engagements, both in and out of court, and reflect a balance between a fixed monthly fee and contingency amounts which are tied to the consummation and closing of a transaction as contemplated by the Engagement Letter.

22. The Engagement Letter was negotiated at arm's-length and in good faith, and I believe that the provisions contained therein, as modified by the Proposed Order, are reasonable terms and conditions of Jefferies' employment by the Committee. With respect to the Engagement Letter's indemnification provisions, unlike the market for other professionals that a debtor or committee may retain, indemnification is a standard term of the market for investment bankers.

The indemnity, moreover, is comparable to those generally obtained by investment banking firms of similar stature to Jefferies and for comparable engagements, both in and out of court.

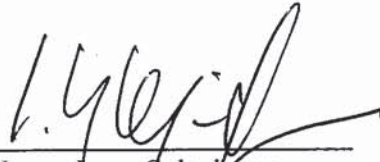
23. Other than as set forth above and in the Engagement Letter, there is no proposed arrangement between the Committee and Jefferies for compensation to be paid in these Chapter 11 Cases. Jefferies has no agreement with any other person or entity to share any compensation received, nor will any such agreement be made, except as permitted under section 504(b)(1) of the Bankruptcy Code.

24. The foregoing constitutes the statement of Jefferies pursuant to section 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 5002.

[Signature page follows.]

Pursuant to 28 U.S.C. § 1746, to the best of my knowledge, information and belief, and after reasonable inquiry, I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 5, 2019
New York, New York


Name: Leon Szlezinger
Title: Managing Director

Schedule 1

Potential Parties in Interest

Debtor Entities

ADLON THERAPEUTICS LP
AVRIO HEALTH LP
BUTTON LAND L.P.
COVENTRY TECHNOLOGIES LP
GREENFIELD BIOVENTURES LP
IMBRIUM THERAPEUTICS LP
NYATT COVE LIFSCIENCE INC.
OPHIR GREEN CORP.
PAUL LAND INC.
PURDUE NEUROSCIENCE COMPANY
PURDUE PHARMA L.P.
PURDUE PHARMA MANUFACTURING, LP
PURDUE PHARMA OF PUERTO RICO L.P.
PURDUE PHARMA TECHNOLOGIES INC.
PURDUE PHARMACEUTICAL PRODUCTS L.P.
PURDUE PHARMACEUTICALS L.P.
PURDUE TRANSDERMAL TECHNOLOGIES L.P.
QUIDNICK LAND L.P.
RHODES PHARMACEUTICAL INC.
RHODES PHARMACEUTICAL L.P.
RHODES TECHNOLOGIES INC.
SEVEN SEAS HILL CORP.
SVC PHARMA INC.
SVC PHARMA L.P.
UDF LP

Other Related Entities

ACCARDI B.V.
ACCARDI S.AR.L.
ALFA GENERICS B.V.
ARSAGO B.V.
BANGLADESH BEAUTY PRODUCTS PRIVATE LIMITED
BARD PHARMACEUTICALS INC.
BARD PHARMACEUTICALS LIMITED
BEAUTY PRODUCTS LANKA (PRIVATE LIMITED)
BERMAG LIMITED
BOETTI CORPORATION
BOLDINI CORPORATION
BRADENTON PRODUCTS B.V.
BULLA S.AR.L.
CINFA BIOTECH GMBH
CINFA BIOTECH SL
CLINICAL DESIGNS LIMITED
CLOVIO CORPORATION
E.R.G. REALTY, INC.
EURO-CELTIQUE S.A.
EVENING STAR SERVICES LTD.
FILTI S.AR.L.
FLIRA S.AR.L.

FREYA HOLDINGS LIMITED
HAMBERT B.V.
HAYEZ CORPORATION
IAF CORPORATION
IAF LIMITED
IND S.AR.L.
INTROMEDIX ADVANCED MEDICAL TECHNOLOGIES LTD.
IREY S.AR.L.
KRUGMANN GMBH
L.P. CLOVER LIMITED
LADENBURG B.V.
LAKE CLAIRE INVESTMENTS LTD.
LUCIEN HOLDINGS S.AR.L.
LYMIT HOLDINGS S.AR.L.
MALTUS CORPORATION
MARNINE HOLDINGS PTE. LIMITED
MARTONE HOLDINGS PTE. LIMITED
MEDIMATCH AG
MEXCUS CORPORATION
MN CONSULTING LLC
MNB COMPANY
MODI-MUNDIPHARMA BEAUTY PRODUCTS PRIVATE LIMITED
MODI-MUNDIPHARMA HEALTHCARE PRIVATE LIMITED
MODI-MUNDIPHARMA PRIVATE LIMITED
MUNDIBIOPHARMA LIMITED
MUNDICHEMIE GMBH
MUNDIPHARMA (ARGENTINA) S.R.L.
MUNDIPHARMA (BANGLADESH) PRIVATE LIMITED
MUNDIPHARMA (CHINA) PHARMACEUTICAL COMPANY LIMITED
MUNDIPHARMA (COLOMBIA) S.A.S.
MUNDIPHARMA (HONG KONG) LIMITED
MUNDIPHARMA (MYANMAR) CO., LTD.
MUNDIPHARMA (PROPRIETARY) LIMITED
MUNDIPHARMA (SHANGHAI) INTERNATIONAL TRADE LIMITED COMPANY
MUNDIPHARMA (THAILAND) LIMITED
MUNDIPHARMA A/S (FORMERLY NORPHARMA A/S; NAME CHANGE MAY 15, 2017)
MUNDIPHARMA AB
MUNDIPHARMA AG
MUNDIPHARMA ANZ PTY LIMITED (FORMERLY MUNDIPHARMA PTY. LIMITED; NAME CHANGE
MARCH 11, 2019)
MUNDIPHARMA AS
MUNDIPHARMA AUSTRALIA PTY. LTD.
MUNDIPHARMA B.V.
MUNDIPHARMA BRADENTON B.V.
MUNDIPHARMA BRASIL PRODUTOS MÉDICOS E FARMACÊUTICOS LTDA.
MUNDIPHARMA COMM. VA
MUNDIPHARMA COMPANY
MUNDIPHARMA CORPORATION (IRELAND) LIMITED
MUNDIPHARMA CORPORATION LIMITED
MUNDIPHARMA DC B.V.
MUNDIPHARMA DE MEXICO, S. DE R.L. DE C.V.
MUNDIPHARMA DEUTSCHLAND GMBH & CO. KG
MUNDIPHARMA DEVELOPMENT PTE. LTD.
MUNDIPHARMA DISTRIBUTION GMBH (PHILIPPINES BRANCH)
MUNDIPHARMA DISTRIBUTION LTD.
MUNDIPHARMA EDO GMBH

MUNDIPHARMA EGYPT LLC
MUNDIPHARMA FARMACEUTICA LDA
MUNDIPHARMA GESMBH
MUNDIPHARMA GESMBH (BRATISLAVA BRANCH)
MUNDIPHARMA GESMBH (PRAGUE BRANCH)
MUNDIPHARMA GESMBH (REPRESENTATIVE OFFICE)
MUNDIPHARMA GMBH
MUNDIPHARMA HEALTHCARE PTE LIMITED
MUNDIPHARMA HOLDING AG
MUNDIPHARMA INTERNATIONAL CONSULTING SERVICES INC.(MUNDIPHARMA INTERNATIONAL
DANIŞMANLIK HİZMETLERİ ANONİM ŞİRKETİ)
MUNDIPHARMA INTERNATIONAL CORPORATION LIMITED
MUNDIPHARMA INTERNATIONAL HOLDINGS LIMITED
MUNDIPHARMA INTERNATIONAL LIMITED
MUNDIPHARMA INTERNATIONAL LIMITED (US)
MUNDIPHARMA INTERNATIONAL SERVICES GMBH
MUNDIPHARMA INTERNATIONAL SERVICES LIMITED
MUNDIPHARMA INTERNATIONAL SERVICES S.AR.L.
MUNDIPHARMA INTERNATIONAL TECHNICAL OPERATIONS LIMITED
MUNDIPHARMA IT GMBH
MUNDIPHARMA IT SERVICES GMBH
MUNDIPHARMA IT SERVICES GMBH & CO. KG
MUNDIPHARMA IT SERVICES LIMITED
MUNDIPHARMA IT SERVICES PTE LTD.
MUNDIPHARMA IT SERVICES VERWALTUNGS GMBH
MUNDIPHARMA KABUSHIKI KAISHE
MUNDIPHARMA KOREA LTD.
MUNDIPHARMA LABORATORIES GMBH
MUNDIPHARMA LABORATORIES GMBH (REPRESENTATIVE OFFICE OF MUNDIPHARMA
LABORATORIES GMBH)
MUNDIPHARMA LABORATORIES LIMITED
MUNDIPHARMA LATAM GMBH
MUNDIPHARMA LIMITED
MUNDIPHARMA LTD.
MUNDIPHARMA MANAGEMENT SARL
MUNDIPHARMA MANUFACTURING PTE. LIMITED
MUNDIPHARMA MAROC
MUNDIPHARMA MEA GMBH
MUNDIPHARMA MEDICAL CEE GMBH (REPRESENTATIVE OFFICE; DE-REGISTRATION PENDING)
MUNDIPHARMA MEDICAL COMPANY
MUNDIPHARMA MEDICAL COMPANY (SWISS BRANCH)
MUNDIPHARMA MEDICAL COMPANY LIMITED
MUNDIPHARMA MEDICAL GMBH
MUNDIPHARMA MEDICAL GMBH (BUDAPEST BRANCH; DE-REGISTRATION PENDING)
MUNDIPHARMA MEDICAL GMBH (ROMANIA BRANCH)
MUNDIPHARMA MEDICAL S.AR.L. (SOFIA BRANCH; INACTIVE)
MUNDIPHARMA MIDDLE EAST FZ-LLC
MUNDIPHARMA NEAR EAST GMBH
MUNDIPHARMA NEW ZEALAND LIMITED
MUNDIPHARMA OPHTHALMOLOGY CORPORATION LIMITED
MUNDIPHARMA OPHTHALMOLOGY PRODUCTS LIMITED
MUNDIPHARMA OY
MUNDIPHARMA PHARMACEUTICAL COMPANY SICO LTD.
MUNDIPHARMA PHARMACEUTICALS (CHILE) LIMITADA
MUNDIPHARMA PHARMACEUTICALS ARGENTINA S.R.L.
MUNDIPHARMA PHARMACEUTICALS B.V.

MUNDIPHARMA PHARMACEUTICALS BVBA
MUNDIPHARMA PHARMACEUTICALS INDUSTRY AND TRADE LIMITED(MUNDIPHARMA ECZA
URUNLERI SANAYI VE TICARET LIMITED ŞİRKETİ)
MUNDIPHARMA PHARMACEUTICALS LIMITED
MUNDIPHARMA PHARMACEUTICALS PRIVATE LIMITED
MUNDIPHARMA PHARMACEUTICALS S.L.
MUNDIPHARMA PHARMACEUTICALS S.R.L.
MUNDIPHARMA PHARMACEUTICALS SDN. BHD.
MUNDIPHARMA POLSKA SP ZO.O.
MUNDIPHARMA PTE LIMITED
MUNDIPHARMA RESEARCH GMBH & CO. KG
MUNDIPHARMA RESEARCH LIMITED
MUNDIPHARMA RESEARCH VERWALTUNGS GMBH
MUNDIPHARMA SAS
MUNDIPHARMA SCIENTIFIC OFFICE OF MUNDIPHARMA MEA GMBH
MUNDIPHARMA SINGAPORE HOLDING PTE. LIMITED
MUNDIPHARMA TRADING BANGLADESH PRIVATE LIMITED
MUNDIPHARMA VERWALTUNGSGESELLSCHAFT MBH
NAPP LABORATORIES LIMITED
NAPP PENSION TRUSTEES LIMITED
NAPP PHARMACEUTICAL GROUP LIMITED
NAPP PHARMACEUTICAL HOLDINGS LTD.
NAPP PHARMACEUTICALS LIMITED
NAPP RESEARCH CENTRE LIMITED
NAPPWOOD LAND CORPORATION
NAYATT COVE LIFESCIENCE INC.
NITID S.AR.L.
NONTAG S.AR.L.
ONE STAMFORD REALTY L.P.
PAINEUROPE LIMITED
PHARMA ASSOCIATES L.P.
PHARMACEUTICAL RESEARCH ASSOCIATES, INC.
PORTHOS S.AR.L.
PT. MUNDIPHARMA HEALTHCARE INDONESIA
PURDUE FREDERICK INC.
PURDUE PHARMA
PURDUE PHARMA INC.
PURDUE PHARMA ULC
QDEM PHARMACEUTICALS LIMITED
RAFA LABORATORIES LIMITED
REVLON PAKISTAN PRIVATE LIMITED
SOFY S.AR.L.
SONGOL S.AR.L.
SONTI S.AR.L.
TACCA B.V.
TAIWAN MUNDIPHARMA PHARMACEUTICALS LTD.
TECHNICAL SCIENTIFIC OFFICE OF MUNDIPHARMA NEAR EAST GMBH
TFC PHARMA GMBH
THE NAPP EDUCATIONAL FOUNDATION
THE P.F. LABORATORIES, INC.
THE PURDUE FREDERICK COMPANY (“PF”)
THE REPRESENTATIVE OFFICE OF MUNDIPHARMA PHARMACEUTICALS PTE. LTD. IN HO CHI MINH
CITY (REPRESENTATIVE OFFICE OF MUNDIPHARMA PHARMACEUTICALS PTE. LTD. (SINGAPORE))
THE TERRAMAR FOUNDATION, INC.
TRANSWORLD PHARMA LIMITED
TXP SERVICES INC.

VACCARO B.V.
VENUSTI B.V.
WIN-HEALTH CARE PRIVATE LIMITED
WIN-MEDICARE PRIVATE LIMITED

Current Directors and Officers

ANTHONY RONCALLI
CECIL PICKETT
JOHN DUBEL
KEN BUCKFIRE
MIKE COLA
PETER BOER
R. STEVENS MILLER (STEVE MILLER)

Former Directors and Officers

ALAN DUNTON
ALAN MUST
BEVERLY SACKLER
BRIANNE WEINGARTEN
BURT ROSEN
CRAIG LANDAU, M.D.
DAVID A. SACKLER
DAVID HADDOX
DAVID LUNDIE
DIANA LENKOWSKY
EDWARD B. MAHONY
F. MARK GERACI
GAIL CAWKWELL, M.D.
ILENE SACKLER LEFCOURT
J. ALAN BUTCHER
JACQUES THEURILLAT
JOHN RENGER
JON LOWNE
JONATHAN D. SACKLER
JOSEPHINE MARTIN
KAREN LAUREL
KATHE A. SACKLER, M.D.
LISA E. PILLA
MAGGIE FELTZ
MARC KESSELMAN
MARCELO BIGAL, M.D.
MARIA BARTON
MARV KELLY
MONICA KWARCINSKI, PH.D.
MORTIMER D.A. SACKLER
MORTIMER SACKLER
PAUL MEDEIROS
PAULO F. COSTA
PHILIP C. STRASSBURGER
RALPH SNYDERMAN
RAYMOND SACKLER
RICHARD S. SACKLER, M.D.
RICHARD W. SILBERT
SAMANTHA (SACKLER) HUNT
STUART D. BAKER
THERESA SACKLER

THERESE E. SACKLER

Banks

CITIBANK
EAST WEST BANK
GOLDMAN SACHS
JP MORGAN CHASE
METROPOLITAN COMMERCIAL BANK
UBS GROUP AG
WELLS FARGO & COMPANY

Secured Creditors

AIR LIQUIDE INDUSTRIAL U.S. LP
IKON FINANCIAL SVCS
U.S. BANK EQUIPMENT FINANCE

50 Largest Unsecured Creditors

ALTERGON ITALIA SRL
AMERISOURCEBERGEN
APC WORKFORCE SOLUTIONS LLC
ASCENT HEALTH SERVICES LLC
ASHLAND SPECIALTY INGREDIENTS GP
BIOECLIPSE LLC
CARDINAL HEALTH
CAREMARKPCS HEALTH, L.L.C.
CHALLENGE PRINTING COMPANY
COBBS CREEK HEALTHCARE LLC
COGNIZANT TECH SOLUTIONS US CORP
COMMONWEALTH OF PENNSYLVANIA MEDICAID DRUG REBATE PROGRAM
CONTRACT PHARMACAL CORP
CVS CAREMARK PART D SERVICES, L.L.C.
DEFENSE HEALTH AGENCY
DENVER HEALTH & HOSPITAL AUTH
DEPARTMENT OF HEALTH CARE SERVICES (CA)
DEZENHALL RESOURCES
FRONTAGE LABORATORIES INC
GCI HEALTH
GEORGIA DEPT OF COMMUNITY HEALTH
GLATT AIR TECHNIQUES INC
HEALTHCORE INC
INTEGRATED BEHAVIORAL HEALTH INC
INVENTIV HEALTH CLINICAL LAB INC
INVENTIV HEALTH CONSULTING INC
MCKESSON CORPORATION
MISSOURI HEALTHNET DIVISION
NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
OHIO CLINICAL TRIALS INC
OHIO DEPARTMENT OF MEDICAID
OKLAHOMA HEALTH CARE AUTHORITY
OPTUMRX, INC.
PACKAGING COORDINATORS INC
PHARMACEUTICAL RESEARCH ASSOC INC
PL DEVELOPMENT LLC
PPD DEVELOPMENT LP
PRIME THERAPEUTICS LLC
PURPLE STRATEGIES LLC

RHODES TECHNOLOGIES INC
S EMERSON GROUP INC
SCIECURE PHARMA INC
SPECGX LLC
STATE OF NEW JERSEY DIVISION OF MEDICAL ASSISTANCE AND HEALTH SERVICES
STATE OF NEW YORK DEPARTMENT OF HEALTH
THATCHER COMPANY
TRIALCARD INC
WALRUS LLC
WAVELENGTH ENTERPRISES INC
WISCONSIN DEPARTMENT OF HEALTH SERVICES

Vendors

ACCENCIO LLC
ACTIVUS SOLUTIONS LLC
ADVANCED CLINICAL
AIR CASTLE LIMITED
ALCAMI CORPORATION
ALLIED UNIVERSAL SECURITY SERVICES
ALVOGEN MALTA OPERATIONS LTD
AMERICAN UNITED LIFE INS CO
AN AQUA INC
APLICARE INC
APTUS HEALTH
ASHLAND SPECIALTY INGREDIENTS GP
ATLANTIC CORP OF WILMINGTON INC
ATOMUS INC
AVISTA PHARMA SOLUTIONS INC
BANK OF AMERICA N.A.
BANNER PHARMACAPS INC
BERLIN PACKAGING LLC
BI WORLDWIDE
BLUE MATTER LLC
BREWSTER JORY ASSOCIATES LLC
CAMBREX CHARLES CITY INC
CAPSUGEL
CBRE, INC
CENTIMARK CORPORATION
CERIDIAN HCM INC
CHALLENGE PRINTING COMPANY
CHARLES RIVER LABORATORIES
CIGNA HEALTH AND LIFE INSURANCE CO
CIGNA PARTICIPANT HSA FUNDING FUNDI
CINTAS CORPORATION
CITY OF WILSON
CLARIVATE ANALYTICS US LLC
CLOCKWELL STRATEGY LLC
COBBS CREEK HEALTHCARE LLC
COBRA LEGAL SOLUTIONS LLC
COGNIZANT TECH SOLUTIONS US CORP
COLORCON INC
COMMUNITIES 4 ACTION INC
CONTRACT PHARMACAL CORP
CORE ACCESS GROUP LLC
CORNERSTONE RESEARCH INC
COVERMYMEDS LLC

CROWE AND DUNLEVY
CSC CONSULTING INC
CSPACE
CULINART INC
CUMBERLAND CONSULTING GROUP LLC
DANIEL J EDELMAN LIMITED
DEBEVOISE & PLIMPTON LLP
DECISION RESOURCES INC
DEERFIELD AGENCY
DELOITTE & TOUCHE LLP
DENVER HEALTH & HOSPITAL AUTH
DEPOMED INC
DEZENHALL RESOURCES
DIRAY MEDIA INC
DLA PIPER LLP US
DORSEY & WHITNEY LLP
DRUGSCAN INC
DURHAM COUNTY TAX COLLECTOR
EDWARDS INC
ELSEVIER
EPIC PHARMA LLC
EVERFI INC
FAYETTE MEMORIAL HOSPITAL ASSOC INC
FETTE AMERICA INC
FIDELITY MANAGED INCOME
FISHER SCIENTIFIC CO LLC
FTI CONSULTING SC INC
GCI HEALTH
GEFCO FORWARDING USA INC
GLATT AIR TECHNIQUES INC
GOLDMAN SACHS ASSET MGMT LP
GRANULES USA INC
GRM INFORMATION MANAGEMENT
GRUNENTHAL GMBH (EUR)
HANNEGAN LANDAU POERSH & ROSENBAUM
HARM REDUCTION THERAPEUTICS INC
HAVAS HEALTH INC
HB COMMUNICATIONS INC
HCL AMERICA INC
HEALTH ADVANCES INC
HEALTHAGEN
HEALTHCORE INC
HOST ANALYTICS INC
IHEART MEDIA ENTERTAINMENT INC
IMCD US LLC
INC RESEARCH LLC
INDOET LTD
INFLEXXION
INFORMATION RESOURCES INC
INTEGRATED BEHAVIORAL HEALTH INC
INTEGREON MANAGED SOLUTIONS INC
INVENTIV HEALTH CLINICAL LAB INC
INVENTIV HEALTH CONSULTING INC
IQVIA INC
IQVIA RDS INC
IRONTON & LAWRENCE COUNTY AREA

J KNIPPER AND CO INC
JOHNSON CONTROLS INC
JOSEPH HAGE AARONSON LLC
JRS MAINTENANCE SERVICE INC
JS MCCARTHY PRINTERS
KAISER FOUNDATION HEALTH PLAN
KANTAR HEALTH INC
KASHIV PHARMA LLC
KERRY INGREDIENTS & FLAVOURS
KLEINFELD KAPLAN & BECKER
KLICK USA INC
LEVERAGE GLOBAL CONSULTING LLC
LIGHT SCIENCES ONCOLOGY INC
LOWENSTEIN SANDLER PC
LTS LOHMANN THERAPY SYSTEMS
LUTHER J STRANGE III
MANAGED MARKETS
MARKETVISION RESEARCH INC
MC-21 HEALTHCARE LLC
MCKEE BUILDING GROUP INC
MCKESSON SPECIALTY ARIZONA INC
MEDIDATA SOLUTIONS INC
MERIDIAN COMP OF NEW YORK
MG AMERICA INC
MICHAEL ALLEN COMPANY LLC
MICROSOFT LICENSING GROUP
MITRATECH HOLDINGS INC
MORRIS NICHOLS ARSHT & TUNNELL LLP
MOVILITAS CONSULTING LLC
MULTISORB TECHNOLOGIES INC
MULVANEY MECHANICAL INC
NCH MARKETING SERVICES INC
NEAL & HARWELL PLC
NELSON MULLINS RILEY &
NIELSEN CO LLC
NORAMCO INC
NORTHLAKE INTERNATIONAL LLC
NOVATION LLC
O BERK CO
OHIO CLINICAL TRIALS INC
ORACLE AMERICA INC
OTIS ELEVATOR COMPANY
PACKAGING COORDINATIONS INC
PAINWEEK
PATHEON PHARMACEUTICALS INC
PETRILLO KLEIN & BOXER LLP
PHARMACEUTICAL PRODUCT STEWARDSHIP
PINNEY ASSOCIATES
PL DEVELOPMENT LLC
PORTER HEDGES LLP
PPD DEVELOPMENT LLC
PRAXIS PRECISION MEDICINES INC
PRECISION COMPUTER SERVICES INC
PRECISION PROMOTIONAL EFFECTIVENESS
PRESIDIO NETWORKED SOLUTIONS INC
PRICE WATERHOUSE COOPERS LLP

PRINCETON BRAND ECONOMETRICS INC
PRINCETON OFFICE CENTER LLC
PROQUEST LLC
PSL GROUP AMERICAN LIMITED
PUBLICIS HLTH/DISCOVERY USA
PURPLE STRATEGIES LLC
QUALITY CHEMICAL LABORATORIES
QUINN EMANUEL URQUHART &
RAZORFISH HEALTH
REED SMITH LLP
RELAYHEALTH
RELTIO INC
REVITAS INC
REVOLUTION DIGITAL
RICOH USA INC
RIGHT MANAGEMENT CONSULTANTS
ROBERT BOSCH PACKAGING
ROBERT S MILLER
RODA CREATIVE SERVICES
RUSSELL REYNOLDS ASSOC INC
S EMERSON GROUP INC
SAP AMERICA
SCENIC DESIGNS INC
SCHNEIDER ELECTRIC BUILDINGS
SENTIENT JET LLC
SHARP CORP
SHIONOGI INC
SIDLEY AUSTIN LLP
SIEMENS INDUSTRY INC
SIMR INC
SODEXO OPERATIONS LLC
SOTAX CORP
SOUTHEAST INDUSTRIAL EQUIPMENT INC
SOUTHPORT LAW OFFICES LLC
SPARTA SYSTEMS INC
SPENCER STUART
SPINETHERA INC
STANDARD INSURANCE CO
STATE & FEDERAL COMMUNICATIONS INC
STERNE KESSLER GOLDSTEIN & FOX PLLC
STROZ FRIEDBERG INC
SUDLER & HENNESSEY
SYMBIANCE INC
SYSTECH SOLUTIONS INC
TECHNICAL TRAFFIC CONSULTANTS
THATCHER COMPANY
THE CHILDRENS CENTER OF HAMDEN INC
THE JOLT AGENCY
THE MCMAHON GROUP LLC
TRACELINK INC
TRIBUNE MEDIA COMPANY
TRUVEN HEALTH ANALYTICS LLC
TURNER CONSTRUCTION COMPANY
UNITED BIOSOURCE LLC
UNITED PARCEL SERVICE
UNITED SERVICES OF AMERICA INC

UNITED STATES PHARMACOPOLYCEIAL CONVENT
UPS SUPPLY CHAIN SOLUTIONS
VALASSIS DIRECT MAIL INC
VALUECENTRIC LLC
VAYNERMEDIA
VEEVA SYSTEMS INC
VENABLE LLP
VIADUCT LANDHOLDINGS MGMT &
VIDA VENTURES
VORYS SATER SEYMOUR & PEASE LLP
WALDORF ASTORIA AMSTERDAM
WALGREEN CO
WALMART INC
WALRUS LLC
WATERS CORPORATION
WEIL GOTSHAL & MANGES LLP
WELLS FARGO FINANCIAL LEASING INC
WHEELS INC
WHR GROUP
WIGGIN & DANA LLP
WILMER CUTLER PICKERING HALE AND DORR LLP
XTTRIUM LABORATORIES INC
YALE UNIVERSITY
ZEROCHAOS
ZITTER GROUP

Customers

ACE SURGICAL SUPPLY
ALBERTSONS
ALLIANCE ANIMAL CARE LLC
AMAZON.COM
AMD PENNSYLVANIA LLC
AMERISOURCE HEALTH SERVS CORP
AMERISOURCEBERGEN CORPORATION
AMERISOURCEBERGEN DRUG CORP
ANDA INC
ASSOCIATED FOOD STORES
ASSOCIATED PHARMACIES INC
AUBURN PHARMACEUTICAL COMPANY
BASHAS INC
BECK LEE
BELL MEDICAL SERVICES INC
BIG DEES TACK AND VET SUPPLY
BLOODWORTH WHOLESALE DRUGS
BLUPAX PHARMACEUTICALS LLC
BORSCHOW HOSP & MED SUPPLIES
BRADLEY CALDWELL SUPPLY
BRUCE MEDICAL SUPPLY
BURLINGTON DRUG CO INC
C&S METRO/C&S BRATTLEBORO
CAPITAL WHOLESALE DRUG AND CO
CARDINAL HEALTH DBA HARVARD DRUG
CARDINAL HEALTH INC
CARDINAL HEALTH P.R. 120 INC
CERTCO INC
CESAR CASTILLO INC

CLAFLIN COMPANY
COMPLETE MEDICAL SUPPLIES
CONCORDANCE HEALTHCARE SOLUTION[
CVS CAREMARK
CVS DISTRIBUTION
DAKOTA DRUG INC
DISCOUNT DRUG MART
DMS PHARMACEUTICAL GROUP INC
DROGUERIA BETANCES LLC
DRUGS UNLIMITED INC
DV MEDICAL SUPPLY
EXPRESS MEDICAL SUPPLY
EXPRESS SCRIPTS
FISHER SCIENTIFIC
FLORIDA HARDWARE LLC
FRED MEYER
GENETCO INC
GOLDEN STATE MEDICAL SUPPLY INC
GOLUB CENTRAL DIST
GREENHILL TRADING INC
H E BUTT GROCERY
HANNAS PHARMACEUTICAL SUPPLY
HARMON STORES INC
HARRIS TEETER
HBC SERVICE
HD SMITH LLC
HE BUTT GROCERY COMPANY
HEALTHSOURCE DISTRIBUTORS LLC
HENRY SCHEIN ANIMAL HEALTH
HONEYWELL SAFETY PRODUCTS
HY VEE
IMPERIAL DISTRIBUTORS INC
INDEPENDENT PHARMACY COOPERATIVI
INGLES MARKETS INC
JAMS WHOLESALE DISTRIBUTION
JEFFERS VET SUPPLY
JET.COM INC
KEYSOURCE ACQUISITION LLC
KINNEY DRUGS
KINRAY INC
KMART CORPORATION
KPH HEALTHCARE SERVICES INC
L&R DISTRIBUTORS INC
LAKE ERIE MEDICAL
LOUISIANA WHOLESALE DRUG CO INCI
MARC GLASSMAN
MCKESSON CORP
MCKESSON FINANCIAL DOCUMENT
MEDSAFE
MEIJER
MERCHANTS DISTRIBUTORS
METRO MEDICAL SUPPLY
MEYERS SUPPLY
MIAMI LUKEN INC
MIDWEST VETERINARY SUPPLY
MORRIS DICKSON COMPANY LTD

MWI VETERINARY SUPPLY
N C MUTUAL
NASH FINCH
NATIONWIDE MEDICAL/SURGICAL
NORMED
NORTHWEST GENERICS LLC
OPTUMRX
OWENS & MINOR
PARK SURGICAL CO INC
PEYTONS
PEYTONS FOUNTAIN
PHARMACY BUYING ASSOCIATION
PMHI MEDCO SUPPLY CO
PRESCRIPTION SUPPLY INC
PUBLIX SUPER MARKETS INC
QUEST PHARMACEUTICALS INC
RALPHS GROCERY
RICHIE PHARMACAL CO INC
ROBERT MATTHEWS COMPANY
ROCHESTER DRUG COOPERATIVE INC
ROUNDYS INC
SAFE CHAIN
SAFEWAY MAIL STOP
SALUS MEDICAL LLC
SAVE MART MODESTO YOSEMITE WHS
SCHNUCK MARKETS
SCHNUCKS MARKETS INC
SCHOOL HEALTH SUPPLIES
SMITH DRUG COMPANY
SOUTHERN LIVESTOCK SUPPLY
SPARTAN NASH INC
STATER BROTHERS MARKET
SUNSET PHARMACEUTICALS INC
SUPERVALU
SUPERVALU PHARMCIES INC
TARGET CORP
THE HILSINGER COMPANY
THRIFTY WHITE
TOP RX LLC
U RM STORES INC
VALLEY VETERINARY CLINIC LTD
VALLEY WHOLESALE DRUG CO LLC
VALU MERCHANDISERS COMPANY
VALUE DRUG COMPANY
VETERINARY SERVICE INC
VF GRACE
VISTAPHARM INC
VITACOST.COM
WALMART STORES INC
WEGMANS FOOD MARKETS
WESTERN SADDLERY
WINCO FOODS LLC

Government Authorities

PENSION BENEFIT GUARANTY CORPORATION
UNITED STATES FOOD AND DRUG ADMINISTRATION (FDA)

UNITED STATES DRUG ENFORCEMENT ADMINISTRATION (DEA)

Utilities

CLEAN HARBORS INC
COX BUSINESS
CRYSTAL ROCK
DANOX ENVIRONMENTAL SERVICES INC
DIRECT ENERGY SERVICES LLC
DUKE ENERGY
EARTHLINK BUSINESS COMPANY
EVERSOURCE ENERGY
FRONTIER COMMUNICATIONS
HERITAGE ENVIRONMENTAL SERVICES
HOCON GAS INC
HOCON INDUSTRIAL GAS
IPASS
KENT COUNTY WATER AUTHORITY
LAVOIE & SON INDUSTRIAL
MASERGY COMMUNICATIONS INC
MATHESON TRI GAS INC
MCI COMM SERVICE
NATIONAL GRID
NEW JERSEY AMERICAN WATER CO
ON SITE SHREDDING LLC
OPTIMUM - CABLEVISION
PSE&G
PSNC ENERGY
SOUTHERN ELEVATOR CO INC
SPECTRUM BUSINESS
SPRINT
STALLINGS BROTHERS HOLDINGS INC
STERICYCLE INC
SUEZ WTS USA INC
TIME WARNER CABLE ENTERPRISES LLC
VEOLIA ES TECHNICAL SOLUTIONS
VERIZON
VERIZON WASHINGTON DC INC
WASTE INDUSTRIES LLC
ZOOM VIDEO COMMUNICATIONS

Insurers

ACE AMERICAN INSURANCE CO.
ACE PROPERTY AND CASUALTY INSURANCE COMPANY
CHUBB
FACTORY MUTUAL INSURANCE COMPANY
FM GLOBAL TRANSIT
GREAT AMERICAN INSURANCE COMPANY (VOSCO)
IRONSHORE SPECIALTY INSURANCE COMPANY
ISOSCELES INSURANCE LTD. SEPARATE ACCOUNT [PPLP-01]
LIBERTY INSURANCE CORP
LIBERTY MUTUAL FIRE INSURANCE COMPANY
LIBERTY SURPLUS INSURANCE CORPORATION (NON-ADMITTED)
NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA (AIG)
OLD REPUBLIC INSURANCE COMPANY
STEADFAST INSURANCE COMPANY - ZURICH
THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA (AIG WORLDSOURCE)

U.S. SPECIALTY INSURANCE COMPANY - HCC
ZURICH AMERICAN INSURANCE COMPANY

Surety Bonds

WESTCHESTER FIRE INSURANCE COMPANY

Equity Interests

ANTHONY M. RONCALLI
BANELA CORPORATION
BEACON COMPANY
BR HOLDINGS ASSOCIATES INC.
BR HOLDINGS ASSOCIATES L.P.
HEATHERIDGE TRUST COMPANY LIMITED,
HERCULES TRUST
JEFFREY A. ROBINS,
LESLIE J. SCHREYER
LINARITE HOLDINGS LLC
MILLBORNE TRUST COMPANY LIMITED
PERTHLITE HOLDINGS LLC
PLP ASSOCIATES HOLDINGS INC.
PLP ASSOCIATES HOLDINGS L.P.
RAYMOND R. SACKLER
ROSEBAY MEDICAL COMPANY L.P.
ROSEBAY MEDICAL COMPANY, INC.
STANHOPE GATE CORP.

Restructuring Professionals

ALIXPARTNERS LLP
DAVIS POLK AND WARDWELL LLP
PJT PARTNERS LP
TENEO STRATEGY LLC

Other Consultants & Advisors

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SAVAGE O'DONNELL
SCHEER MONTGOMERY
SCHONEKAS, EVANS, MCGOEY & MCEACHIN
SCHWARTZ BON WALKER & STUDER
SCHWARZ MONGELUZZI
SCOTT & SCOTT
SCOTT ELLIOTT SMITH
SCOTT TAYLOR, PLLC
SEAGLE LAW
SEEGER WEISS LLP
SEIF & MCNAMEE
SHAFFER MADIA LAW
SHELBY COUNTY ATTORNEY'S OFFICE
SHELLER, PC
SHER GARNER CAHILL RICHTER KLEIN & HILBERT, LLC
SILVERMAN THOMPSON SLUTKIN AND WHITE LLC
SIMMONS & SIMMONS
SIMMONS HANLY CONROY
SIMON GREENSTONE PANATIER BARTLETT
SIMON LAW FIRM
SIMS & SIMS
SKAGIT COUNTY PROSECUTOR'S OFFICE
SKIKOS CRAWFORD SKIKOS & JOSEPH
SKINNER LAW
SMITH & FAWER
SMITH & JOHNSON

SMITH STAG
SOMMERS SCHWARTZ PC
SONOSKY, CHAMBERS, SACHSE, MIELKE & BROWNELL, LLP
SONOSKY, CHAMBERS, SACHSE, MILLER & MUNSON, LLP
SPANGENBERG, SHIBLEY & LIBER
SPEARS & SPEARS
SPEIGHTS & WORRICH, LLC
SPIRO HARRISON
STAG LIUZZA, L.L.C.
STEPHEN M. TUNSTALL
STEVEN E. SCHEER
STEVEN W. BERMAN
STEVEN WILLIAM TEPPLER
STOLL STOLL BERNE LOKTING & SHLACHTER P.C.
STRAWBRIDGE
STRONG-GARNER-BAUER
STUART SMITH
STUDSTILL FIRM
STULL, STULL & BRODY
STYRON & SHILLING
SULLIVAN & SULLIVAN
SULLIVAN, WARD, ASHER & PATTON
SUMNER COUNTY LAW DEPARTMENT
SUSAN J. VAN ZANDT
SUTHERS & THOMPSON
SUZANNE WEISE
SWEENEY MERRIGAN LAW
TAD ROBINSON O'NEILL
TAFT STETTINIUS & HOLLISTER LLP
TATE LAW GROUP
TAYLOR & KNIGHT
TAYLOR MARTINO
THE BELL LAW FIRM
THE BILEK LAW FIRM
THE BRUEHL FIRM
THE CALWELL PRACTICE
THE CHAFFIN LAW FIRM
THE CHARLESTON GROUP
THE CHEEK LAW FIRM
THE CHEROKEE NATION
THE CICALA LAW FIRM PLLC
THE CK HOFFFLER FIRM
THE COCHRAN FIRM-DONTHAN, PC
THE CONRAD LAW FIRM
THE COOPER LAW FIRM
THE CREADORE LAW FIRM
THE CZACK LAW FIRM
THE DAMPIER LAW FIRM
THE DANZEY LAW FIRM
THE DIAZ LAW FIRM
THE DILORENZO LAW FIRM, LLC
THE DOWNEY LAW FIRM
THE DUDENHEFER LAW FIRM, LLC
THE DUGAN LAW FIRM
THE EDWARDS FIRM
THE EICHHOLZ LAW FIRM, P.C.

THE FINNELL FIRM
THE FITTE LAW FIRM LLC
THE FRANKOWSKI LAW FIRM LLC
THE GALLAGHER LAW FIRM
THE GREEN LAW FIRM
THE GROSS LAW FIRM
THE KING FIRM
THE KUYKENDALL GROUP
THE LANIER LAW FIRM
THE LAW OFFICES OF TOM HALL
THE MAHER LAW FIRM, PA
THE MILLER LAW FIRM
THE MOSKOWITZ LAW FIRM
THE POOLE LAW GROUP
THE SAM BERNSTEIN LAW FIRM, PLLC
THE SPIGARELLI LAW FIRM
THE WEBB LAW CENTRE
THEMIS PLLC
THOMAS BARNEY
THOMAS E. EDGE
THOMAS E. MCINTIRE & ASSOCIATES
THOMAS J. DONOVAN JR.
THOMPSON BARNEY LAW FIRM
THOMPSON, THOMPSON & WINTERS
THORNTON CARPENTER O'BRIEN LAWRENCE & SIMS
THORNTON LAW FIRM
THRASH LAW FIRM, P.A.
THRASHER DISMORE & DOLAN
TISINGER VANCE, P.C.
TOUSLEY BRIAN STEPHENS
TRAFTON, MATZEN, BELLEAU & FRENETTE LLP
TROY LAW FIRM
TUCKER LONG, PC
TURNER, REID, DUNCAN, LOOMER & PATTON
TZANGAS, PLAKAS, MANOS
UTAH ATTORNEY GENERAL'S OFFICE
VENTURA LAW
VIRGINIA BEACH CITY ATTORNEY'S OFFICE
VON STANGE LAW
WAGSTAFF & CARTMELL, LLP
WALKER SIGMON LAW
WALTER B. CALTON
WALWORTH COUNTY CORPORATION COUNSEL
WARD & SMITH
WARD AND SMITH
WARD BLACK
WARNER LAW
WASHINGTON COUNTY ATTORNEY
WATERS KRAUS & PAUL
WATSON HEIDELBERG JONES
WATTS GUERRA
WEISMAN, KENNEDY & BERRIS CO., L.P.A..
WEITZ & LUXENBERG
WELCH LAW FIRM, PLC
WES WILLIAMS JR.
WHALEY LAW FIRM

WHETSTONE PERKINS AND FULDA
WHITAKER
WHITTEN BURRAGE
WIGGINS, CHILDS, QUINN & PANTAZIS, LLC
WILENTZ, GOLDMAN & SPITZER
WILKES & MCHUGH
WILLIAMS DIRKS DAMERON LLC
WINCH LAW FIRM
WOLF HALDENSTEIN ALDER FREEMAN & HERZ LLP
WOREL HAVAS
YARBOROUGH LAW OFFICE
YOUNG RICCHIUTI CALDWELL & HELLER
ZACHARY W. CARTER
ZARZAUR MUJUMDAR & DEBROSSE
ZEBARSKY PAYNE
ZELDES, NEEDLE & COOPER
ZOLL & KRANZ
METHVIN PORTIS & MILES PC

Plaintiffs

A.M.H.
ABSOLUTE HOUSE
ADAIR COUNTY
ADAMS COUNTY
ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, IDAHO
ADAMS COUNTY, MISSISSIPPI
AFSCME DISTRICT COUNCIL 33 HEALTH & WELFARE FUND
AFSCME DISTRICT COUNCIL 47 HEALTH & WELFARE FUND
AKIAK NATIVE COMMUNITY
ALAMOSA COUNTY
ALAN WILSON SOUTH CAROLINE ATTORNEY GENERAL
ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
ALEUTIAN PRIBILOF ISLANDS ASSOCIATION, INC.
ALEXANDER COUNTY
ALLAMAKEE COUNTY
ALLEGANY COUNTY, MARYLAND
ALLEGHANY COUNTY
ALLEN COUNTY
ALLEN COUNTY BOARD OF COUNTY COMMISSIONERS
AMBER ZIBRITOSKY, THE LAW DIRECTOR FOR THE CITY OF STOW
AMEL EILAND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES DISTRICT COUNCIL 37
HEALTH & SECURITY PLAN
AMERICAN RESOURCES INSURANCE COMPANY, INC.
AMITE COUNTY, MISS.
A-MMED AMBULANCE, INC.
AND CITY OF MOUNTAIN BROOK, AL
ANDERSON COUNTY
ANDREW G. RILING AND BEVERLY RILING
ANDROSCOGGIN COUNTY
ANDY BROWN, IN HIS CAPACITY AS THE SHERIFF FOR JACKSON PARISH
ANGEL BOLTON AND CHRISTOPHER BOLTON
ANNE ARUNDEL COUNTY, MARYLAND
ANSON COUNTY
APOLLOMD BUSINESS SERVICES, LLC

APPALACHIAN REGIONAL HEALTHCARE, INC.
APPLING HEALTH CARE SYSTEM
ARAB, AL
ARIZONA COUNTIES INSURANCE POOL
ARIZONA MUNICIPAL RISK RETENTION POOL
ARMSTRONG COUNTY, PA
AROOSTOOK COUNTY
ASA' CARSAMIUT TRIBE
ASBESTOS WORKERS LOCAL 6 HEALTH AND WELFARE FUND AND MASSACHUSETTS
BRICKLAYERS & MASONS TRUST FUNDS
ASCENSION PARISH GOVERNMENT
ASHE COUNTY
ASHLAND COUNTY
ASHLAND COUNTY BOARD OF COUNTY COMMISSIONERS
ASSOC. OF ARK. COUNTIES
ASSOC. OF ARK. COUNTIES RISK MGMT. FUND
ASSOC. OF ARK. COUNTIES WC TRUST
ATCHISON COUNTY, MISSOURI
ATHENS COUNTY BOARD OF COUNTY COMMISSIONERS
ATKINSON COUNTY, GEORGIA
AUDRAIN COUNTY, MISSOURI
AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS
AUGUSTA, GA
AUTAUGA COUNTY, ALABAMA
BACON COUNTY HOSPITAL AND HEALTH SYSTEM
BACON COUNTY HOSPITAL FOUNDATION, INC.
BACON COUNTY, GEORGIA
BAD RIVER BAND OF LAKE SUPERIOR CHIPPEWA
BALTIMORE COUNTY, MARYLAND
BANKS COUNTY, GEORGIA
BAPTIST HEALTH CORBIN
BAPTIST HEALTH FLOYD
BAPTIST HEALTH LA GRANGE
BAPTIST HEALTH LEXINGTON
BAPTIST HEALTH LOUISVILLE
BAPTIST HEALTH MADISONVILLE, INC.
BAPTIST HEALTH PADUCAH
BAPTIST HEALTH RICHMOND, INC.
BAPTIST HEALTHCARE SYSTEM, INC.
BAPTIST HOSPITAL INC. AND JAY HOSPITAL
BARBARA D. UNDERWOOD, ATTORNEY GENERAL OF THE STATE OF NEW YORK
BARBARA RIVERS
BARBOUR COUNTY, ALABAMA
BARRON COUNTY
BARRY STAUBUS
BARTOW COUNTY, GEORGIA
BATTLE MOUNTAIN OF THE TE-MOAK TRIBE OF WESTERN SHOSHONE INDIANS
BAY COUNTY
BAYFIELD COUNTY
BEAUFORT COUNTY
BEAUREGARD PARISH POLICE JURY
BEAVER COUNTY, PENNSYLVANIA
BELL COUNTY
BELLEFONTE PHYSICIAN SERVICES, INC.
BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS
BEN HILL COUNTY, GEORGIA

BENTON COUNTY
BENTON COUNTY, MISS.
BENTON FIRE PROTECTION DISTRICT NO. 4
BERGEN COUNTY
BERKELEY COUNTY COUNCIL
BERLIN, NEW HAMPSHIRE
BERRIEN COUNTY, GEORGIA
BIBB COUNTY, ALABAMA
BIG BEND COMMUNITY BASED CARE INC.
BIG SANDY RANCHERIA OF WESTERN MONO INDIANS
BIG VALLEY BAND OF POMO INDIANS OF THE BIG VALLEY RANCHERIA
BILL CHRIS, THE LAW DIRECTOR FOR THE CITY OF GREEN
BIOS COMPANIES, INC.
BIOS COMPANIES, INC. WELFARE PLAN
BLACK HAWK COUNTY
BLACKFORD COUNTY, INDIANA
BLAINE COUNTY, IDAHO
BLAND COUNTY, VIRGINIA
BLECKLEY MEMORIAL HOSPITAL
BLOUNT COUNTY
BLUE CROSS AND BLUE SHIELD OF LOUISIANA
BOARD OF COMMISSIONERS FOR LUCAS COUNTY, OHIO
BOARD OF COUNTY COMMISSIONERS OF CADDO COUNTY
BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, KANSAS
BOARD OF COUNTY COMMISSIONERS OF COUNTY OF LARIMER
BOARD OF COUNTY COMMISSIONERS OF COWLEY COUNTY, KANSAS
BOARD OF COUNTY COMMISSIONERS OF CRAWFORD COUNTY, KANSAS
BOARD OF COUNTY COMMISSIONERS OF GRADY COUNTY
BOARD OF COUNTY COMMISSIONERS OF HARPER COUNTY
BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS OF LOVE COUNTY
BOARD OF COUNTY COMMISSIONERS OF NEOSHO COUNTY, KANSAS
BOARD OF COUNTY COMMISSIONERS OF PITTSBURG COUNTY
BOARD OF COUNTY COMMISSIONERS OF PRATT COUNTY, KANSAS
BOARD OF COUNTY COMMISSIONERS OF STEPHENS COUNTY
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOULDER
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DONA ANA, NEW MEXICO
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF FREMONT
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MCKINLEY
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SANTA FE
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TAOS
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TELLER
BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
BOARD OF DEWEY COMMISSIONERS OF HARPER COUNTY
BOARD OF KIOWA COMMISSIONERS OF HARPER COUNTY
BOARD OF MAJOR COMMISSIONERS OF HARPER COUNTY
BOARD OF WOODS COMMISSIONERS OF HARPER COUNTY
BOB HEYDORN, THE SOLICITOR THE VILLAGE OF SILVER LAKE
BOBBIE LOU MOORE
BOBBY GUIDROZ, SHERIFF OF ST. LANDRY PARISH, LOUISIANA
BOISE COUNTY, IDAHO
BON SECOURS HEALTH SYSTEM, INC.
BOND COUNTY
BONNEVILLE COUNTY, IDAHO

BOONE COUNTY
BOONE COUNTY, ILLINOIS
BOSSIER CITY
BOSSIER PARISH
BOSSIER PARISH EMERGENCY MEDICAL SERVICES AMBULANCE DISTRICT
BOSTON TOWNSHIP
BOURBON COUNTY, KANSAS
BOWLING GREEN WARREN COUNTY COMMUNITY HOSPITAL CORPORATION
BOYD COUNTY
BOYLE COUNTY
BRAD BRYAN, THE SOLICITOR FOR THE VILLAGE OF PENINSULA
BRANTLEY COUNTY, GEORGIA
BRAZOS COUNTY
BREVARD FAMILY PARTNERSHIP
BRIAN LOWRY
"BRICKLAYERS AND ALLIED CRAFTWORKERS
LOCAL UNION NO. 1 OF PA/DE
HEALTH AND WELFARE FUND"
BRIDGE HOUSE CORPORATION
BROOKE COUNTY COMMISSION
BROOKS COUNTY, GEORGIA
BROWARD COUNTY, FLORIDA
BROWN COUNTY
BROWN COUNTY BOARD OF COUNTY COMMISSIONERS
BRUNSWICK COUNTY
BRYAN NACE, THE LAW DIRECTOR FOR THE CITY OF FAIRLAWN
BRYANT C. DUNAWAY
BUCHANAN COUNTY
BUCHANAN COUNTY, MISSOURI
BUCKS COUNTY
BUFFALO COUNTY
BULLITT COUNTY
BULLOCH COUNTY, GEORGIA
BULLOCK COUNTY, ALABAMA
BUNCOMBE COUNTY
BUREAU COUNTY, ILLINOIS
BURKE COUNTY
BURNETT COUNTY
BUTLER COUNTY
BUTLER COUNTY BOARD OF COMMISSIONERS
BUTLER COUNTY, ALABAMA
BUTTS COUNTY, GEORGIA
CABARRUS COUNTY
CADDO FIRE PROTECTION DISTRICT NO. 1
CADDO PARISH
CAHTO INDIAN TRIBE OF THE LAYTONVILLE RANCHERIA
CALDWELL COUNTY
CALDWELL PARISH
CALHOUN COUNTY
CALHOUN COUNTY, ALABAMA
CALHOUN COUNTY, FLORIDA
CALHOUN COUNTY, SOUTH CAROLINA
CALUMET COUNTY
CAMBRIA COUNTY, PENNSYLVANIA
CAMDEN COUNTY, GEORGIA
CAMDEN COUNTY, NJ

CAMPBELL COUNTY, TN
CANDLER COUNTY, GA
CANYON COUNTY
CAPE GIRARDEAU COUNTY
CAPE MAY COUNTY, NEW JERSEY
CARBON COUNTY, UTAH
CARBON COUNTY, WYOMING
CARIBOU COUNTY, IDAHO
CARMEN SIEBLER
CAROLINE COUNTY, MARYLAND
CARPENTERS HEALTH & WELFARE OF PHILADELPHIA & VICINITY
CARROLL COUNTY
CARROLL COUNTY BOARD OF COUNTY COMMISSIONERS
CARROLL COUNTY, MISSISSIPPI
CARROLL COUNTY, VIRGINIA
CARTERET COUNTY, NORTH CAROLINA
CASPER, WYOMING
CASS COUNTY, MISSOURI
CASSIA COUNTY, IDAHO
CASWELL COUNTY
CATAHOULA PARISH POLICE JURY
CATAWBA COUNTY, NC
CATOOSA COUNTY, GEORGIA
CECIL COUNTY, MARYLAND
CENTER POINT, INC.
CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK INC.
CENTRAL FLORIDA CARES HEALTH SYSTEM INC
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH & WELFARE FUND
CHAFFEE COUNTY
CHAMBERS COUNTY, ALABAMA
CHAMPAIGN COUNTY BOARD OF COUNTY COMMISSIONERS
CHAMPAIGN COUNTY, ILLINOIS
CHARLTON COUNTY, GEORGIA
CHARTER TOWNSHIP OF CANTON
CHARTER TOWNSHIP OF CLINTON, MICHIGAN
CHARTER TOWNSHIP OF HURON, MICHIGAN
CHARTER TOWNSHIP OF NORTHVILLE
CHARTER TOWNSHIP OF VAN BUREN
CHATHAM COUNTY, GEORGIA
CHATTOOGA COUNTY
CHELAN COUNTY
CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA
CHEROKEE COUNTY
CHEROKEE COUNTY, ALABAMA
CHESHIRE COUNTY
CHEYENNE & ARAPAHO TRIBES
CHEYENNE RIVER SIOUX TRIBE
CHICAGO REGIONAL COUNCIL OF CARPENTER
CHICAGO REGIONAL COUNCIL OF CARPENTERS WELFARE FUND
CHICKASAW COUNTY, MISSISSIPPI
CHICKASAW NATION
CHILTON COUNTY, ALABAMA
CHIPPEWA COUNTY
CHITIMACHA TRIBE OF LOUISIANA
CHOCTAW NATION
CHOWAN COUNTY

CHRIS AND DIANE DENSON
CHRISTIAN COUNTY
CHUGACHMIUT, INC.
CITY AND COUNTY OF BROOMFIELD
CITY AND COUNTY OF DENVER
CITY OF ABBEVILLE, AL
CITY OF ADA
CITY OF ALAMOSA
CITY OF ALBANY
CITY OF ALBANY, GEORGIA
CITY OF ALBERTVILLE, AL
CITY OF ALEXANDRIA
CITY OF ALEXANDRIA, CITY OF ELWOOD AND MADISON COUNTY
CITY OF ALEXANDRIA, LOUISIANA
CITY OF ALIQUIPPA
CITY OF ALMA, GEORGIA
CITY OF ANACORTES AND SEDRO-WOOLLEY SCHOOL DISTRICT
CITY OF ANNISTON, ALABAMA
CITY OF ANSONIA
CITY OF ASHLAND, OHIO
CITY OF ATLANTA
CITY OF AUBURN
CITY OF AUGUSTA
CITY OF AURORA
CITY OF AURORA, OHIO
CITY OF BAINBRIDGE, GEORGIA
CITY OF BANGOR
CITY OF BARBERTON
CITY OF BASTROP, LOUISIANA
CITY OF BATON ROUGE, PARISH OF EAST BATON ROUGE
CITY OF BEECH GROVE, INDIANA
CITY OF BELMONT
CITY OF BENHAM
CITY OF BERWYN
CITY OF BEVERLY, MASSACHUSETTS
CITY OF BIDDEFORD
CITY OF BIRMINGHAM, ALABAMA
CITY OF BLACK HAWK
CITY OF BLOOMINGTON AND MONROE COUNTY
CITY OF BOAZ, AL
CITY OF BOGALUSA, LOUISIANA
CITY OF BOISE
CITY OF BOSTON
CITY OF BOWIE, MARYLAND
CITY OF BRADENTON
CITY OF BRIDGEPORT
CITY OF BRIDGEPORT, ALABAMA
CITY OF BROADVIEW HEIGHTS
CITY OF BROKEN ARROW
CITY OF BRUNSWICK
CITY OF BRUNSWICK, GEORGIA
CITY OF BUCKHANNON, WEST VIRGINIA
CITY OF BUCKHORN
CITY OF BURBANK
CITY OF BURLINGTON
CITY OF CARBON HILL, ALABAMA

CITY OF CARDOVA, ALABAMA
CITY OF CARIBOU
CITY OF CATERSVILLE
CITY OF CENTRAL FALLS, RI
CITY OF CHARLESTON, MISS.
CITY OF CHELSEA
CITY OF CHICAGO
CITY OF CHICAGO HEIGHTS
CITY OF CHICOPEE
CITY OF CINCINNATI
CITY OF CLANTON, ALABAMA, A MUNICIPAL CORPORATION
CITY OF CLAREMONT
CITY OF CLARKSVILLE, TENNESSEE
CITY OF CLEARWATER IN THE COUNTY OF PINELLAS
CITY OF CLEVELAND
CITY OF COCONUT CREEK, FLORIDA
CITY OF COLUMBIA, MISSISSIPPI
CITY OF COLUMBUS
CITY OF COLUMBUS, MISSISSIPPI
CITY OF COMMERCE CITY
CITY OF CONCORD, NEW HAMPSHIRE
CITY OF CONNERSVILLE AND FAYETTE COUNTY
CITY OF CORAL GABLES
CITY OF COUNTRYSIDE
CITY OF COVINGTON
CITY OF COVINGTON, KENTUCKY
CITY OF CRANSTON, RI
CITY OF CUMBERLAND, MARYLAND
CITY OF CUYAHOGA FALLS
CITY OF DANUBURY
CITY OF DAYTON
CITY OF DECATUR, ALABAMA
CITY OF DEERFIELD BEACH, FLORIDA
CITY OF DELRAY BEACH
CITY OF DEMOPOLIS, ALABAMA
CITY OF DEMOREST, GEORGIA
CITY OF DERBY
CITY OF DETROIT
CITY OF DONALDSONVILLE
CITY OF DORA
CITY OF DOUGLAS, AL
CITY OF DOVER, NEW HAMPSHIRE
CITY OF EAGLE PASS, TEXAS
CITY OF EAST CLEVELAND, OH
CITY OF EAST LANSING, MICHIGAN
CITY OF EAST PROVIDENCE
CITY OF EASTHAMPTON, MASS.
CITY OF EDMOND
CITY OF ELYRIA
CITY OF ENTERPRISE, ALABAMA
CITY OF ESCANABA, MICHIGAN
CITY OF EUCLID
CITY OF EUNICE, LOUISIANA
CITY OF EUREKA
CITY OF EVANSVILLE, INDIANA
CITY OF EVERETT

CITY OF EVERGREEN, ALABAMA
CITY OF FAIRLAWN
CITY OF FALL RIVER
CITY OF FAYETTE ALABAMA
CITY OF FAYETTEVILLE
CITY OF FINDLAY
CITY OF FISHERS, INDIANA
CITY OF FITCHBURG
CITY OF FITZGERALD, GEORGIA
CITY OF FLINT, MICHIGAN
CITY OF FLORENCE
CITY OF FLORENCE, ALABAMA
CITY OF FORT LAUDERDALE, FLORIDA
CITY OF FORT PAYNE, ALABAMA
CITY OF FOSTORIA
CITY OF FRAMINGHAM
CITY OF FRANKLIN
CITY OF FRANKLIN, NEW HAMPSHIRE
CITY OF FREDERICK, MARYLAND
CITY OF FROSTBURG, MARYLAND
CITY OF GADSDEN, ALABAMA
CITY OF GAINESVILLE, GEORGIA
CITY OF GALAX
CITY OF GARFIELD HEIGHTS
CITY OF GARY, INDIANA
CITY OF GEORGIANA, AL
CITY OF GLOUCESTER
CITY OF GRAND RAPIDS, MICHIGAN
CITY OF GRANITE CITY, ILLINOIS
CITY OF GRAYSON
CITY OF GREAT FALLS
CITY OF GREEN
CITY OF GREENFIELD
CITY OF GREENSBORO, AL
CITY OF GREENVILLE, ALABAMA
CITY OF GREENWOOD, INDIANA
CITY OF GREENWOOD, MISSISSIPPI
CITY OF GRETNA
CITY OF GUIN, AL
CITY OF GUNTERSVILLE, AL
CITY OF GUTHRIE COUNTY
CITY OF HAGERSTOWN, MARYLAND
CITY OF HALLANDALE BEACH, FLORIDA
CITY OF HAMILTON, AL
CITY OF HAMILTON, OHIO
CITY OF HAMMOND
CITY OF HARLAN
CITY OF HARRISBURG, ILLINOIS
CITY OF HARRISVILLE
CITY OF HARTFORD, INDIANA
CITY OF HARTSELLE, ALABAMA
CITY OF HARVEY
CITY OF HATTIESBURG, MS
CITY OF HAVERHILL
CITY OF HENAGAR, ALABAMA
CITY OF HENDERSON COUNTY

CITY OF HENDERSON, KENTUCKY
CITY OF HICKORY
CITY OF HOLYOKE
CITY OF HUEYTOWN, AL
CITY OF HUNTINGTON, INDIANA
CITY OF HURON, OHIO
CITY OF HYDEN
CITY OF INDEPENDENCE
CITY OF INDIANAPOLIS
CITY OF IRON MOUNTAIN, MICHIGAN
CITY OF IRONTON, OHIO
CITY OF ITHACA
CITY OF IUKA, MISSISSIPPI
CITY OF JACKSON, MICHIGAN
CITY OF JACKSONVILLE
CITY OF JASPER
CITY OF JASPER, INDIANA
CITY OF JEFFERSONVILLE, INDIANA
CITY OF JERSEY CITY, NEW JERSEY
CITY OF JOPLIN
CITY OF KANSAS CITY, MISSOURI
CITY OF KEENE, NH
CITY OF KENNER
CITY OF KENOVA, WEST VIRGINIA
CITY OF KENT
CITY OF KENT, MICHIGAN
CITY OF KENT, OHIO
CITY OF KINGMAN
CITY OF KOKOMO, INDIANA
CITY OF LACONIA, NEW HAMPSHIRE
CITY OF LAFAYETTE
CITY OF LAKEWOOD
CITY OF LAKEWOOD AND THE CITY OF WHEAT RIDGE
CITY OF LANSING
CITY OF LAREDO, TEXAS
CITY OF LAUDERHILL, FLORIDA
CITY OF LAUREL, MISSISSIPPI
CITY OF LAWRENCE, INDIANA
CITY OF LAWTON
CITY OF LEBANON, OHIO
CITY OF LEOMINSTER
CITY OF LEWISTON
CITY OF LIMA
CITY OF LINCOLN, ALABAMA
CITY OF LIVONIA
CITY OF LOCK HAVEN
CITY OF LOGANSPORT
CITY OF LONDON
CITY OF LORAIN
CITY OF LOS ANGELES, CALIFORNIA
CITY OF LOWELL
CITY OF LOYALL
CITY OF LUMBERTON, MISSISSIPPI
CITY OF LYNCH
CITY OF LYNDHURST
CITY OF LYNN

CITY OF MACEDONIA, OH
CITY OF MALDEN
CITY OF MANCHESTER
CITY OF MANSFIELD
CITY OF MARION, ALABAMA
CITY OF MARTINSVILLE, INDIANA
CITY OF MARTINSVILLE, VIRGINIA
CITY OF MEDFORD
CITY OF MELROSE
CITY OF MEMPHIS
CITY OF MERIDIAN
CITY OF METHUEN
CITY OF METROPOLIS, ILLINOIS
CITY OF MIAMI
CITY OF MIAMI GARDENS, FLORIDA
CITY OF MIDFIELD, ALABAMA
CITY OF MILLEDGEVILLE, GEORGIA
CITY OF MINNEAPOLIS, MINNESOTA
CITY OF MIRAMAR, FLORIDA
CITY OF MISSOULA
CITY OF MOBILE, ALABAMA
CITY OF MONROE, LOUISIANA
CITY OF MONTEPELIER, INDIANA
CITY OF MONTGOMERY, AL
CITY OF MONTGOMERY, WEST VIRGINIA
CITY OF MOREHEAD
CITY OF MOULTON, ALABAMA
CITY OF MOUNT VERNON
CITY OF MUNROE FALLS
CITY OF NANTICOKE, PENNSYLVANIA
CITY OF NASHUA
CITY OF NAUVOO, ALABAMA
CITY OF NETTLETON, MISSISSIPPI
CITY OF NEW ALBANY, INDIANA
CITY OF NEW ALBANY, MISSISSIPPI
CITY OF NEW BRITAIN
CITY OF NEW CASTLE
CITY OF NEW FRANKLIN
CITY OF NEW HAVEN
CITY OF NEW HOPE, ALABAMA
CITY OF NEW IBERIA
CITY OF NEW LONDON
CITY OF NEW ORLEANS
CITY OF NEW ROADS, LOUISIANA
CITY OF NEW YORK
CITY OF NEWARK, NJ
CITY OF NEWBURGH HEIGHTS, OH
CITY OF NEWBURYPORT
CITY OF NEWPORT, RI
CITY OF NOBLESVILLE, INDIANA
CITY OF NORTH ADAMS
CITY OF NORTH MIAMI, FLORIDA
CITY OF NORTH OLMSTEAD
CITY OF NORTH ROYALTON, OH
CITY OF NORTHAMPTON
CITY OF NORTHGLENN

CITY OF NORTHLAKE
CITY OF NORTON
CITY OF NORTON, VIRGINIA
CITY OF NORWALK
CITY OF OAKMAN, ALABAMA
CITY OF OKLAHOMA CITY
CITY OF OLMSTED FALLS
CITY OF OLYMPIA
CITY OF OPP, ALABAMA
CITY OF OVERLAND PARK, KANSAS
CITY OF OWASSO
CITY OF OZARK, ALABAMA
CITY OF PADUCAH, KENTUCKY
CITY OF PALM BAY
CITY OF PALMETTO
CITY OF PARMA
CITY OF PARMA HEIGHTS
CITY OF PARRISH, ALABAMA
CITY OF PATERSON, NJ
CITY OF PATTERSON
CITY OF PAWTUCKET, RI
CITY OF PEABODY
CITY OF PEKIN
CITY OF PEMBROKE PINES, FLORIDA
CITY OF PENSACOLA
CITY OF PEORIA
CITY OF PERU, INDIANA
CITY OF PHILADELPHIA
CITY OF PHILADELPHIA, MISS.
CITY OF PHOENIX
CITY OF PINELLAS PARK
CITY OF PINEVILLE, LOUISIANA
CITY OF PIPPA PASSES
CITY OF PITTSBURGH
CITY OF PITTSFIELD
CITY OF PLATTSBURGH
CITY OF PLEASANT GROVE, AL
CITY OF POMPANO BEACH, FLORIDA
CITY OF PONCA CITY
CITY OF POOLER, GEORGIA
CITY OF PORTLAND
CITY OF PORTLAND AND JAY COUNTY
CITY OF PORTLAND, OREGON
CITY OF PORTSMOUTH
CITY OF PRESTON
CITY OF PRICHARD, ALABAMA
CITY OF PRINCETON, ILLINOIS
CITY OF PRINCETON, WEST VIRGINIA
CITY OF PROVIDENCE
CITY OF QUINCY
CITY OF RAVENNA, OHIO
CITY OF RENO
CITY OF REVERE
CITY OF RICHMOND
CITY OF RICHMOND HILL, GEORGIA
CITY OF ROCHESTER

CITY OF ROCKFORD, ILLINOIS
CITY OF ROME
CITY OF ROMULUS
CITY OF SACO
CITY OF SAINT MARTINVILLE
CITY OF SALEM
CITY OF SAN DIEGO
CITY OF SANDUSKY
CITY OF SANDY SPRINGS, GEORGIA
CITY OF SANFORD
CITY OF SARASOTA
CITY OF SAULT STE. MARIE, MICHIGAN
CITY OF SCHENECTADY
CITY OF SCOTTSBORO, ALABAMA
CITY OF SEAT PLEASANT, MARYLAND
CITY OF SEATTLE
CITY OF SEDRO WOOLLEY
CITY OF SELMA, ALABAMA
CITY OF SEYMOUR, INDIANA
CITY OF SHANNON, MISSISSIPPI
CITY OF SHAWNEE
CITY OF SHELBYVILLE, INDIANA
CITY OF SHREVEPORT
CITY OF SIPSEY, ALABAMA
CITY OF SOMERVILLE
CITY OF SOUTH BEND, INDIANA
CITY OF SPRINGFIELD, MISSOURI
CITY OF ST. JOSEPH, MISSOURI
CITY OF ST. LOUIS
CITY OF ST. MARY'S
CITY OF ST. MARY'S OHIO
CITY OF STARKVILLE, MISSISSIPPI
CITY OF STOW
CITY OF STRONGSVILLE
CITY OF SUMITON
CITY OF SYRACUSE, NEW YORK
CITY OF TACOMA
CITY OF TALLAHASSEE
CITY OF TALLEDEGA, ALABAMA
CITY OF TALLMADGE
CITY OF TAMPA
CITY OF THORNTON
CITY OF TIFTON, GEORGIA
CITY OF TOLEDO
CITY OF TRAVERSE CITY, MICHIGAN
CITY OF TROY
CITY OF TROY, ALABAMA
CITY OF TUCSON
CITY OF TUSCALOOSA, ALABAMA
CITY OF TUSKEGEE, ALABAMA
CITY OF UNION SPRINGS, ALABAMA
CITY OF UTICA, NEW YORK
CITY OF VAN WERT
CITY OF VERNON, ALABAMA
CITY OF VERONA, MISSISSIPPI
CITY OF VIENNA, WEST VIRGINIA

CITY OF VIRGINIA BEACH AND SHERIFF OF THE CITY OF VIRGINIA BEACH
CITY OF WARREN
CITY OF WARWICK, RI
CITY OF WATERBURY
CITY OF WATERTOWN
CITY OF WAYNE
CITY OF WEAVER, ALABAMA
CITY OF WEST LAFAYETTE
CITY OF WEST MONROE, LOUISIANA
CITY OF WESTFIELD, INDIANA
CITY OF WESTLAND, MICHIGAN
CITY OF WESTMINSTER
CITY OF WICKLIFFE
CITY OF WILKES-BARRE, PENNSYLVANIA
CITY OF WILMINGTON
CITY OF WINCHESTER
CITY OF WINFIELD, ALABAMA
CITY OF WOBURN
CITY OF WOODBURY, GEORGIA
CITY OF WORCESTER
CITY OF YUKON
CLAIBORNE COUNTY, MISS
CLAIBORNE PARISH
CLALLAM COUNTY
CLARK COUNTY
CLARKE COUNTY, MISSISSIPPI
CLAY COUNTY MEDICAL CORPORATION
CLAY COUNTY, ALABAMA
CLAYTON COUNTY, GEORGIA
CLEARFIELD COUNTY, PENNSYLVANIA
CLEBURNE COUNTY, ALABAMA
CLERMONT COUNTY BOARD OF COUNTY COMMISSIONERS
CLEVELAND BAKERS AND TEAMSTERS HEALTH AND WELFARE FUND
CLEVELAND COUNTY
CLEVELAND TEACHERS UNION, LOCAL 279
CLINCH COUNTY HOSPITAL AUTHORITY
CLINTON COUNTY
CLINTON COUNTY BOARD OF COMMISSIONERS
CLOVERDALE RANCHERIA OF POMO INDIANS
COBB COUNTY
COEUR D'ALENE TRIBE
COFFEE COUNTY, ALABAMA
COLE COUNTY, MISSOURI
COLES COUNTY
COLUMBIA COUNTY
COLUMBIA COUNTY, GEORGIA
COLUMBIA COUNTY, PA
COLUMBIANA COUNTY BOARD OF COUNTY COMMISSIONERS
COLUMBUS COUNTY
COLUMBUS GEORGIA
COMMISSIONERS OF ST. MARY'S COUNTY, MARYLAND
COMMON WEALTH OF PA
COMMONWEALTH OF MASSACHUSETTS
COMMONWEALTH OF PA
COMMONWEALTH OF VIRGINIA
COMMUNITY BASED CARE OF BREVARD, INC

COMMUNITY PARTNERSHIP FOR CHILDREN, INC.
CONCORDIA PARISH
CONECUH COUNTY, ALABAMA
CONEJOS COUNTY
CONFEDERATED TRIBE OF WARM SPRINGS
CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
CONSOLIDATED TRIBAL HEALTH PROJECT, INC.
COOK COUNTY, GEORGIA
COOK COUNTY, ILLINOIS
COOS COUNTY, OREGON
COPLEY TOWNSHIP
COPPER RIVER NATIVE ASSOCIATION
COSHOCOTON COUNTY BOARD OF COUNTY COMMISSIONERS
COUNTY COMMISSION OF CLAY COUNTY
COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND
COUNTY OF ALACHUA
COUNTY OF ALBANY, NY
COUNTY OF ALCONA, MICHIGAN
COUNTY OF ALGER, MICHIGAN
COUNTY OF ALLEGHENY
COUNTY OF ALLENDALE
COUNTY OF AMADOR
COUNTY OF ANACONDA-DEER LODGE
COUNTY OF ANDERSON
COUNTY OF ANGELINA
COUNTY OF ANOKA, MN
COUNTY OF ANTRIM, MICHIGAN
COUNTY OF ARENAC, MICHIGAN
COUNTY OF ASHTABULA
COUNTY OF BALLARD, KENTUCKY
COUNTY OF BAMBERG
COUNTY OF BARAGA, MICHIGAN
COUNTY OF BARNWELL
COUNTY OF BEAUFORT
COUNTY OF BEE
COUNTY OF BENZIE, MICHIGAN
COUNTY OF BERRIEN, MICHIGAN
COUNTY OF BEXAR
COUNTY OF BLANCO
COUNTY OF BOWIE
COUNTY OF BRADFORD
COUNTY OF BRANCH
COUNTY OF BREVARD, FLORIDA
COUNTY OF BURLESON
COUNTY OF BURNET
COUNTY OF BUTTE
COUNTY OF CALAVERAS
COUNTY OF CAMERON
COUNTY OF CAMP
COUNTY OF CARBON
COUNTY OF CASCADE
COUNTY OF CASS
COUNTY OF CATTARAUGUS
COUNTY OF CAYUGA

COUNTY OF CHARLEVOIX, MICHIGAN
COUNTY OF CHAUTAUQUA
COUNTY OF CHENANGO
COUNTY OF CHENANGO
COUNTY OF CHEROKEE
COUNTY OF CHESTERFIELD
COUNTY OF CHILDRESS
COUNTY OF CHIPPEWA
COUNTY OF CLACKAMAS
COUNTY OF CLARION
COUNTY OF CLAY
COUNTY OF CLINTON
COUNTY OF CLINTON, MICHIGAN
COUNTY OF COCHISE
COUNTY OF COLLETON
COUNTY OF COLUMBIA
COUNTY OF CONTRA COSTA
COUNTY OF COOKE
COUNTY OF CORTLAND
COUNTY OF CORYELL
COUNTY OF CRAWFORD, MICHIGAN
COUNTY OF CUMBERLAND
COUNTY OF CUYAHOGA
COUNTY OF DALLAS
COUNTY OF DEKALB
COUNTY OF DEL NORTE
COUNTY OF DELTA
COUNTY OF DICKINSON, MICHIGAN
COUNTY OF DIMMIT
COUNTY OF DORCHESTER
COUNTY OF DOUGLAS, STATE OF NEBRASKA
COUNTY OF EATON
COUNTY OF ECTOR
COUNTY OF EL DORADO
COUNTY OF EL PASO
COUNTY OF ERIE
COUNTY OF ESSEX
COUNTY OF FAIRFIELD
COUNTY OF FALLS
COUNTY OF FANNIN
COUNTY OF FAYETTE
COUNTY OF FLOYD
COUNTY OF FRANKLIN
COUNTY OF FREESTONE
COUNTY OF FRESNO
COUNTY OF FULTON
COUNTY OF GALVESTON
COUNTY OF GENESEE
COUNTY OF GLENN
COUNTY OF GRAND TRAVERSE
COUNTY OF GRATIOT, MICHIGAN
COUNTY OF GRAYSON
COUNTY OF GREENE
COUNTY OF GREENWOOD
COUNTY OF GRENADA
COUNTY OF HAMILTON

COUNTY OF HAMPTON
COUNTY OF HARDIN
COUNTY OF HARRISON
COUNTY OF HARVEY
COUNTY OF HERKIMER
COUNTY OF HIDALGO
COUNTY OF HILLSDALE, MICHIGAN
COUNTY OF HOPKINS
COUNTY OF HOUSTON
COUNTY OF HUDSON, NJ
COUNTY OF IMPERIAL
COUNTY OF INYO
COUNTY OF IOSCO, MICHIGAN
COUNTY OF ISABELLA, MICHIGAN
COUNTY OF JASPER
COUNTY OF JEFFERSON
COUNTY OF JONES
COUNTY OF KENNEBEC
COUNTY OF KERR
COUNTY OF KERSHAW
COUNTY OF KINNEY
COUNTY OF KNOTT
COUNTY OF KNOX, STATE OF NEBRASKA
COUNTY OF LA SALLE
COUNTY OF LAKE
COUNTY OF LAKE, MICHIGAN
COUNTY OF LAMAR
COUNTY OF LANE
COUNTY OF LASSEN
COUNTY OF LAURENS
COUNTY OF LEE
COUNTY OF LEELANAU, MICHIGAN
COUNTY OF LENAWEE, MICHIGAN
COUNTY OF LEON
COUNTY OF LEWIS
COUNTY OF LEXINGTON
COUNTY OF LIBERTY
COUNTY OF LIMESTONE
COUNTY OF LINCOLN
COUNTY OF LIVINGSTON
COUNTY OF LORAIN
COUNTY OF LUCE, MICHIGAN
COUNTY OF MACOMB
COUNTY OF MADERA
COUNTY OF MADISON
COUNTY OF MANISTEE, MICHIGAN
COUNTY OF MARICOPA
COUNTY OF MARIN
COUNTY OF MARION
COUNTY OF MARIPOSA
COUNTY OF MARQUETTE, MICHIGAN
COUNTY OF MASON, MICHIGAN
COUNTY OF MCCracken COUNTY, KENTUCKY
COUNTY OF MCLENNAN
COUNTY OF MCMULLEN
COUNTY OF MENDOCINO

COUNTY OF MERCED
COUNTY OF MERRIMACK
COUNTY OF MILAM
COUNTY OF MITCHELL, TEXAS
COUNTY OF MODOC
COUNTY OF MOHAVE
COUNTY OF MONO
COUNTY OF MONROE
COUNTY OF MONTEREY
COUNTY OF MONTGOMERY
COUNTY OF MONTMORENCY, MICHIGAN
COUNTY OF MORA
COUNTY OF MORRIS
COUNTY OF MULTNOMAH
COUNTY OF NACOGDOCHIES
COUNTY OF NAPA, CALIFORNIA
COUNTY OF NASSAU
COUNTY OF NEVADA
COUNTY OF NEWAYGO, MICHIGAN
COUNTY OF NEWTON
COUNTY OF NIAGARA
COUNTY OF NOLAN, TEXAS
COUNTY OF NUECES
COUNTY OF OAKLAND
COUNTY OF OCEANA, MICHIGAN
COUNTY OF OCONEE
COUNTY OF OGEMAW, MICHIGAN
COUNTY OF ONEIDA, NY
COUNTY OF ONONDAGA, NY
COUNTY OF ONTARIO
COUNTY OF ONTONAGON, MICHIGAN
COUNTY OF ORANGE
COUNTY OF ORANGEBURG
COUNTY OF OSCEOLA
COUNTY OF OSCEOLA, MICHIGAN
COUNTY OF OSTEGO
COUNTY OF OSTEGO, MICHIGAN
COUNTY OF OSWEGO
COUNTY OF PANOLA
COUNTY OF PARKER
COUNTY OF PICKENS
COUNTY OF PLACER
COUNTY OF PLUMAS
COUNTY OF POLK, TEXAS
COUNTY OF PORTAGE, OHIO
COUNTY OF POTTER
COUNTY OF PRESQUE ISLE, MICHIGAN
COUNTY OF PUTNAM
COUNTY OF RED RIVER
COUNTY OF RENO
COUNTY OF RENSSELAER
COUNTY OF RIO ARRIBA
COUNTY OF RIVERSIDE
COUNTY OF ROBERTSON
COUNTY OF ROOSEVELT
COUNTY OF ROSCOMMON, MICHIGAN

COUNTY OF RUSK
COUNTY OF SACRAMENTO
COUNTY OF SAGINAW
COUNTY OF SAN BERNARDINO
COUNTY OF SAN DIEGO
COUNTY OF SAN FRANCISCO
COUNTY OF SAN JOAQUIN
COUNTY OF SAN LUIS OBISPO, CALIFORNIA
COUNTY OF SAN MATEO
COUNTY OF SAN PATRICIO
COUNTY OF SANILAC, MICHIGAN
COUNTY OF SANTA BARBARA
COUNTY OF SANTA CRUZ, CALIFORNIA
COUNTY OF SARATOGA
COUNTY OF SCHENECTADY
COUNTY OF SCHOHARIE
COUNTY OF SCHUYLER
COUNTY OF SENECA
COUNTY OF SHASTA
COUNTY OF SHELBY
COUNTY OF SHIAWASSEE, MICHIGAN
COUNTY OF SISKIYOU
COUNTY OF SMITH
COUNTY OF SONOMA, CALIFORNIA
COUNTY OF ST. CLAIR, MICHIGAN
COUNTY OF ST. LAWRENCE
COUNTY OF STEUBEN
COUNTY OF SUFFOLK
COUNTY OF SULLIVAN
COUNTY OF SUMMIT, OHIO
COUNTY OF SUTTER
COUNTY OF TARRANT
COUNTY OF TEHAMA
COUNTY OF THROCKMORTON
COUNTY OF TIOGA
COUNTY OF TITUS
COUNTY OF TOMPKINS
COUNTY OF TRAVIS
COUNTY OF TRINITY
COUNTY OF TRUMBULL
COUNTY OF TUOLUMNE
COUNTY OF TUSCARAWAS, OHIO
COUNTY OF ULSTER
COUNTY OF UNION
COUNTY OF UPSHUR
COUNTY OF VAN ZANDT
COUNTY OF VOLUSIA, FLORIDA
COUNTY OF WALLER
COUNTY OF WARREN
COUNTY OF WASHINGTON
COUNTY OF WAYNE
COUNTY OF WEBB
COUNTY OF WESTCHESTER
COUNTY OF WESTMORELAND
COUNTY OF WEXFORD, MICHIGAN
COUNTY OF WICHITA, TEXAS

COUNTY OF WILCOX, GEORGIA
COUNTY OF WILLIAMSBURG
COUNTY OF WOOD
COUNTY OF WYOMING
COUNTY OF YORK
COUNTY OF YUBA
COUNTY OF ZAVALA, TEXAS
COVENTRY TOWNSHIP
COW CREEK BAND OF UMPQUA TRIBE OF INDIANS
COYOTE VALLEY BAND OF POMO INDIANS
CRAVEN COUNTY
CRAWFORD COUNTY
CRAWFORD COUNTY BOARD OF COUNTY COMMISSIONERS
CRISP COUNTY, GA
CROCKETT COUNTY, TN
CULLMAN COUNTY, ALABAMA
CUMBERLAND COUNTY
CUMBERLAND COUNTY, STATE OF MAINE
CURRITUCK COUNTY
DAGGETT COUNTY, UTAH
DAKOTA COUNTY, MINNESOTA
DALE COUNTY, ALABAMA
DANE COUNTY, WISCONSIN
DANIEL WILSON
DARCY C. SHERMAN
DARE COUNTY
DARKE COUNTY BOARD OF COUNTY COMMISSIONERS
DARREN AND ELENA FLANAGAN
DAUPHIN COUNTY, PA
DAVIDSON COUNTY
DAVIE COUNTY
DAVIS COUNTY
DEBORAH GREEN-KUCHTA
DEBRA DAWSEY
DECATUR COUNTY, GEORGIA
DEKALB COUNTY, ILLINOIS
DELAWARE COUNTY
DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS
DELAWARE COUNTY, PENNSYLVANIA
DENT COUNTY
DERIC REES AND CEONDA REES
DES MOINES COUNTY
DESOTO FIRE PROTECTION DISTRICT NO. 8
DETROIT WAYNE MENTAL HEALTH AUTHORITY
DICKENSON COUNTY
DODDRIDGE COUNTY COMMISSION
DODGE COUNTY
DODGE COUNTY HOSPITAL AUTHORITY
DOOLY COUNTY, GEORGIA
DOOR COUNTY
DORA LAWRENCE
DOUGHERTY COUNTY, GEORGIA
DOUGLAS ANDERSON, SHERIFF OF AVOYELLES PARISH
DOUGLAS COUNTY
DOUGLAS COUNTY, MN
DOUGLAS HERBERT III, SHERIFF OF ALLEN PARISH

DREW MEMORIAL HOSPITAL INC.
DUNKLIN COUNTY
DUNN COUNTY
DUPAGE COUNTY, ILLINOIS
DUPLIN COUNTY
DUSCESNE COUNTY, UTAH
DUSTY GATES, SHERIFF OF UNION PARISH
EASTERN BAND OF CHEROKEE INDIANS
EAU CLAIRE COUNTY
ECHOLS COUNTY, GEORGIA
ED PULLEKINS, THE SOLICITOR FOR BOSTON TOWNSHIP
EDNA HOUSE FOR WOMEN, INC.
EDRICK SOILEAU, SHERRIFF OF EVANGELINE PARISH
EDWARD GRACE
EDWARDS COUNTY
EFFINGHAM COUNTY
EL CAMPO MEMORIAL HOSPITAL
ELBERT COUNTY, GEORGIA
ELI MEDINA
ELLA LOUISE JOHNSON
ELLEN F. ROSENBLUM, OREGON ATTORNEY GENERAL
ELMORE COUNTY, IDAHO
ELY SHOSHONE TRIBE OF NEVADA
EMPLOYER-TEAMSTERS LOCAL NOS. 175 & 505 HEALTH & WELFARE FUND
EMPLOYER-TEAMSTERS LOCAL NOS. 175 & 505 RETIREE HEALTH & WELFARE FUND
ERIE COUNTY BOARD OF COUNTY COMMISSIONERS
ERIN DOYLE
ESCAMBIA COUNTY, FLORIDA
ESSEX COUNTY, NEW JERSEY
ESTATE OF BRUCE BROCKEL
ESTILL COUNTY EMERGENCY MEDICAL SERVICES
EVANS MEMORIAL HOSPITAL, INC.
EWIIAAPAYP BAND OF KUMEYAAY INDIANS
F. KIRK HOPKINS
FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS
FAMILY HEALTH CARE CLINIC PSC
FAMILY PRACTICE CLINIC OF BOONEVILLE, INC.
FAYETTE COUNTY, ALABAMA
FENTRESS COUNTY, TN
FISCAL COURT OF ALLEN COUNTY
FISCAL COURT OF ANDERSON COUNTY
FISCAL COURT OF BELL COUNTY
FISCAL COURT OF BOONE COUNTY
FISCAL COURT OF BOYD COUNTY
FISCAL COURT OF BOYLE COUNTY
FISCAL COURT OF BULLITT COUNTY
FLANDREAU SANTEE SIOUX TRIBE
FLORENCE COUNTY
FLOYD COUNTY
FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA
FOND DU LAC COUNTY
FOREST COUNTY
FOREST COUNTY POTAWATOMI COMMUNITY
FORREST COUNTY, MISS.
FRANKLIN COUNTY
FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

FRANKLIN PARISH
FREDERICK COUNTY, MARYLAND
GALLATIN COUNTY
GALLIA COUNTY BOARD OF COUNTY COMMISSIONERS
GARRETT COUNTY, MARYLAND
GARY GILLEY
GASCONADE COUNTY, MISSOURI
GASTON COUNTY
GEAUGA COUNTY BOARD OF COUNTY COMMISSIONERS
GENESEE COUNTY
GEORGE COUNTY, MISSISSIPPI
GILES COUNTY
GLENN GOLDEN
GLYNN COUNTY, GEORGIA
GONZALES HEALTHCARE SYSTEMS
GRADY COUNTY, GEORGIA
GRAFTON COUNTY
GRANT COUNTY
GRANT COUNTY, NEW MEXICO
GRAYSON COUNTY, VIRGINIA
GREEN COUNTY
GREEN LAKE COUNTY
GREENBRIER COUNTY COMMISSION
GREENE COUNTY
GREENE COUNTY, ALABAMA
GREENE COUNTY, NORTH CAROLINA
GREENE COUNTY, PENNSYLVANIA
GREENE COUNTY, TN
GREENVILLE COUNTY
GREENWOOD LEFLORE HOSPITAL
GRETTA GOLDEN
GUERNSEY COUNTY BOARD OF COUNTY COMMISSIONERS
GUIDIVILLE RANCHERIA OF CALIFORNIA
GULF COUNTY
GURBIR S. GREWAL
GWINNETT COUNTY, GEORGIA
HABERSHAM COUNTY MEDICAL CENTER
HABERSHAM COUNTY, GEORGIA
HAL ALLRED, SHERIFF OF LAMAR COUNTY, ALABAMA
HALE COUNTY, ALABAMA
HALIFAX COUNTY
HALL COUNTY, GEORGIA
HAMILTON COUNTY
HAMILTON COUNTY BOARD OF COUNTY COMMISSIONERS
HAMILTON COUNTY, TN
HANCOCK COUNTY BOARD OF COUNTY COMMISSIONERS
HANCOCK COUNTY COMMISSION
HANCOCK COUNTY, GEORGIA
HANCOCK COUNTY, MISSISSIPPI
HANCOCK COUNTY, TN
HARDIN COUNTY
HARDTNER MEDICAL CENTER
HARRIS COUNTY
HARRISON COUNTY
HARRISON COUNTY BOARD OF COUNTY COMMISSIONERS
HARRISON COUNTY COMMISSION

HARRISON COUNTY, MISSISSIPPI
HARTFORD COUNTY, MARYLAND
HASKELL COUNTY, TEXAS
HAWKINS COUNTY, TN
HAYWOOD COUNTY
HAYWOOD COUNTY, TN
HD MEDIA COMPANY, LLC
HEALTH SERVICE DISTRICT OF KERSHAW COUNTY
HEATHER ENDERS
HECTOR BALDERAS, NEW MEXICO ATTORNEY GENERAL
HENDERSON COUNTY, TN
HENNEPIN COUNTY, MN
HENRY COUNTY, ALABAMA
HENRY COUNTY, GEORGIA
HENRY COUNTY, ILLINOIS
HENRY COUNTY, VIRGINIA
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
HERBERT H. SLATERY III, TENNESSEE ATTORNEY GENERAL AND REPORTER
HIGHLANDS HOSPITAL CORPORATION
HIGHLANDS REGIONAL MEDICAL CENTER
HILLSBOROUGH COUNTY
HILLSBOROUGH COUNTY, NEW HAMPSHIRE
HMO LOUISIANA INC.
HOCKING COUNTY BOARD OF COUNTY COMMISSIONERS
HOLMES COUNTY
HOLMES COUNTY, MISSISSIPPI
HOPLAND BAND OF POMO INDIANS
HOSPITAL AUTHORITY OF BAINBRIDGE AND DECATUR COUNTY, GEORGIA
HOSPITAL AUTHORITY OF BAXLEY AND APPLING COUNTY
HOSPITAL AUTHORITY OF BLECKLEY COUNTY
HOSPITAL MENONITA CAGUAS, INC.
HOSPITAL MENONITA GAUYAMA, INC.
HOSPITAL SERVICE DISTRICT NO. 1 OF THE PARISH OF LASALLE, STATE OF LOUISIANA
HOUSTON COUNTY
HOUSTON COUNTY, ALABAMA
HOWARD COUNTY
HOWARD COUNTY, INDIANA
HUALAPAI TRIBE
HUERFANO COUNTY
HUMBOLDT COUNTY
HUMPHREYS COUNTY, MISS.
HUNTINGTON BEACH
HURON COUNTY BOARD OF COUNTY COMMISSIONERS
IBERIA PARISH
IBERIA PARISH SCHOOL BOARD
IBERVILLE PARISH COUNCIL, A LOUISIANA GOVERNMENTAL ENTITY
IBEW LOCAL 38 HEALTH AND WELFARE FUND
IBEW LOCAL 90 BENEFITS PLAN
INDIAN HEALTH COUNCIL, INC.
INDIANA COUNTY, PA
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE
INTERGOVERNMENTAL RISK MANAGEMENT AGENCY
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150
IOWA COUNTY
IQBAL AKHTER
IREDELL COUNTY

IRON COUNTY
IRON WORKERS DISTRICT COUNCIL OF PHILADELPHIA AND VICINITY, BENEFIT FUND
IRVING B. SUGERMAN
IRWIN COUNTY, GEORGIA
ISLAND COUNTY
ITASCA COUNTY, MINNESOTA
ITAWAMBA COUNTY, MISS.
IVY WOODS, SHERIFF OF JEFFERSON DAVIS PARISH
J. PAUL JONES HOSPITAL
JACK MULHALL CENTER FOR SOBER LIVING
JACKSON COUNTY
JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS
JACKSON COUNTY, ALABAMA
JACKSON COUNTY, GEORGIA
JACKSON COUNTY, INDIANA
JACKSON COUNTY, MISSOURI
JACKSON PARISH POLICE JURY
JANE DOE
JANNA LOWRY
JARED EFFLER
JASON REYNOLDS
JASPER COUNTY
JASPER COUNTY, GEORGIA
JAY BRODSKY
JAY RUSSELL, SHERIFF OF OUACHITA PARISH
JEAN LAFITTE TOWN
JEFF DAVIS COUNTY, GA
JEFFERSON COUNTY
JEFFERSON COUNTY COMMISSION
JEFFERSON COUNTY, AL
JEFFERSON COUNTY, MISSISSIPPI
JEFFERSON DAVIS COUNTY, MISS.
JEFFERSON DAVIS PARISH POLICE JURY
JEFFERSON PARISH HOSPITAL SERVICE NO. 1
JEFFERSON PARISH HOSPITAL SERVICE NO. 2
JEFFREY F. WILEY, SHERIFF OF ASCENSION PARISH
JENNINGS COUNTY
JERRY PHILLEY, SHERRIFF OF WEST CARROLL PARISH
JERSEY COUNTY
JODI SHAFFER
JOHN CRAFT (VERNON PARISH)
JOHN DOE
JOHN E. BALANCE, SHERIFF FOR BIENVILLE PARISH
JOHN POHLMANN, SHERIFF OF ST. BERNARD PARISH, LOUISIANA
JOHN T. FOUNDATION
JOHNSON COUNTY
JOHNSON COUNTY, GEORGIA
JOHNSON COUNTY, TN
JONES COUNTY
JONES COUNTY, GEORGIA
JORDAN CHU
JOSEPH P. LOPINTO, III, SHERRIFF OF JEFFERSON PARISH
JOSHUA D. HAWLEY, MISSOURI ATTORNEY GENERAL
JOSHUA H. STERN, NORTH CAROLINA ATTORNEY GENERAL
JUSTIN MARKEY, THE LAW DIRECTOR FOR THE CITY OF NORTON
K.I.S.S. FOUNDATION INC.

KANE COUNTY, ILLINOIS
KANKAKEE CNTY
KAUFMAN COUNTY
KENAITZE INDIAN TRIBE
KENDALL COUNTY, ILLINOIS
KENNEBEC COUNTY, STATE OF MAINE
KENOSHA COUNTY
KENTUCKY LEAGUE OF CITIES INSURANCE SERVICES
KENTUCKY RIVER DISTRICT HEALTH DEPARTMENT
KERSHAW HEALTH
KEVIN SCHWARTZ
KEVIN WILK
KIDS FIRST OF FLORIDA, INC.
KIMBERLY BRAND
KING COUNTY
KITSAP COUNTY
KITITAS COUNTY
KNOX COUNTY BOARD OF COUNTY COMMISSIONERS
KODIAK AREA NATIVE ASSOCIATION
KOI NATION OF NORTHERN CALIFORNIA
KOOTENAI TRIBE OF IDAHO
KRIS KOECHLEY
LA CROSSE COUNTY
LABORERS 17 HEALTH BENEFIT FUND
LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS
LAC DU FLAMBEAU BAND OF CHIPPEWA INDIANS
LAC VIEUX DESERT BAND OF LAKE SUPERIOR CHIPPEWA INDIANS
LACKAWANNA COUNTY, PENNSYLVANIA
LAFAYETTE COUNTY
LAFAYETTE GENERAL HEALTH SYSTEM, INC.
LAKE COUNTY
LAKEVIEW CENTER, INC.
LAMAR COUNTY, ALABAMA
LANGLADE COUNTY
LANIER COUNTY, GEORGIA
LANTERN
LAPORTE COUNTY
LAS ANIMAS COUNTY
LASALLE PARISH
LATAH COUNTY, IDAHO
LAUDERDALE COUNTY, TN
LAURENS COUNTY, GEORGIA
LAWRENCE COUNTY
LAWRENCE COUNTY BOARD OF COUNTY COMMISSIONERS
LAWRENCE COUNTY, ALABAMA
LAWRENCE COUNTY, MISS.
LAWRENCE COUNTY, PENNSYLVANIA
LEE COUNTY
LEE COUNTY, GEORGIA
LEE COUNTY, MISSISSIPPI
LEHIGH COUNTY, PA
LENOIR COUNTY
LEON COUNTY, FLORIDA
LESLIE RUTLEDGE
LEVY COUNTY
LEWIS COUNTY COMMISSION

LEWIS COUNTY, MISSOURI
LEWIS COUNTY, WASHINGTON
LEXINGTON, TN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LIA HOUSE
LICKING COUNTY BOARD OF COUNTY COMMISSIONERS
LIMESTONE COUNTY, ALABAMA
LINCOLN COUNTY
LINCOLN COUNTY, GEORGIA
LINCOLN COUNTY, MISSISSIPPI
LISA MILLER, THE DIRECTOR OF LAW FOR THE CITY OF BARBERTON
LIVINGSTON COUNTY
LIVINGSTON COUNTY, MISSOURI
LOGAN COUNTY BOARD OF COUNTY COMMISSIONERS
LORI SWANSON, MINNESOTA ATTORNEY GENERAL
LOU SARDELLA
LOUIS M. ACKAL, SHERIFF OF IBERIA PARISH, LOUISIANA
LOUISIANA ASSESSORS' INSURANCE FUND
LOUISIANA DEPT. OF HEALTH
LOUISIANA HEALTH SERVICE & INDEMNITY COMPANY
LOUISVILLE/JEFFERSON COUNTY GOVERNMENT
LOWER SIOUX INDIAN COMMUNITY IN THE STATE OF MINNESOTA
LOWNDES COUNTY, ALABAMA
LOWNDES COUNTY, GEORGIA
LUCAS COUNTY CHILDREN SERVICES BOARD OF TRUSTEES
LUTHERAN SERVICES FLORIDA INC.
LUZERNE COUNTY, PA
LYON COUNTY
MACKENZIE PAIGE HAYS
MACON COUNTY, GEORGIA
MACON COUNTY, ILLINOIS
MACOUPIN COUNTY, ILLINOIS
MADISON COUNTY
MADISON COUNTY, ALABAMA
MADISON COUNTY, GEORGIA
MADISON COUNTY, TN
MAHONING TOWNSHIP
MANATEE COUNTY, FLORIDA
MANCHESTER BAND OF POMO INDIANS OF THE MANCHESTER RANCHERIA
MANITOWOC COUNTY
MAO-MSO RECOVERY II, LLC
MARATHON COUNTY
MARENGO COUNTY, ALABAMA
MARIES COUNTY, MISSOURI
MARINETTE COUNTY
MARION COUNTY
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
MARION COUNTY COMMISSION
MARION COUNTY, MISS.
MARION REGIONAL MEDICAL CENTER, INC.
MARK BRNOVICH ARIZONA ATTORNEY GENERAL
MARK GARBER, SHERIFF OF LAFAYETTE PARISH
MARK R. HERRING VA ATTORNEY GENERAL
MARKETING SERVICES OF INDIANA, INC.
MARLIN N. GUSMAN, SHERIFF OF ORLEANS PARISH
MARQUETTE COUNTY

MARSHAL M. PITCHFORD, THE LAW DIRECTOR FOR THE CITY OF MOGADORE
MARSHAL PITCHFORD
MARSHALL COUNTY COMMISSION
MARSHALL COUNTY, AL
MARSHALL COUNTY, MISS.
MARTIN COUNTY, NC
MARTY J. JACKLEY, SOUTH DAKOTA ATTORNEY GENERAL
MASMOUD BAMDAD, M.D., O.B.O. STATE OF CA
MASSAC COUNTY
MAVERICK COUNTY, TEXAS
MAXWELL A. NEWMAN AND CAROLINE S. NEWMAN
MAYOR & CITY COUNCIL OF BALTIMORE
MAYOR CHRIS TATUM ON BEHALF OF THE VILLAGE OF BARBOURSVILLE
MAYOR DAVID ADKINS, O.B.O. THE TOWN OF HAMLIN
MAYOR DON E. MCCOURT, ON BEHALF OF THE TOWN OF ADDISON
MAYOR FARRIS BURTON, O.B.O. THE TOWN OF WEST HAMLIN
MCDOWELL COUNTY, NC
MCDUFFIE COUNTY, GEORGIA
MCHENRY COUNTY, ILLINOIS
MECKLENBURG COUNTY
MEDICAL MUTUAL OF OHIO
MEGAN RABER, THE DIRECTOR OF LAW FOR THE CITY OF TALLMADGE
MEIGS COUNTY, OHIO
MELISSA AMBROSIO
MEMORIAL HEALTHCARE SYSTEM INC.
MENNONITE GENERAL HOSPITAL, INC.
MENOMINEE COUNTY
MENTAL HEALTH & RECOVERY SERVICES BOARD OF ALLEN, AUGLAIZE AND HARDIN COUNTIES
MENTAL HEALTH & RECOVERY SERVICES BOARD OF LUCAS COUNTY
MERCER COUNTY
MERCER COUNTY BOARD OF COUNTY COMMISSIONERS
MERCY HOUSE TEEN CHALLENGE
METROHEALTH SYSTEM
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
MIAMI-DADE COUNTY, FLORIDA
MICCOSUKEE TRIBE OF INDIANS OF FLORIDA
MICHAEL CHRISTY
MICHAEL ESPINOSA
MICHAEL KLODZINSKI
MICHAEL KONIG
MICHAEL LOPEZ
MICHAEL MASIOWSKI, M.D.
MICHAEL RAY LEWIS
MICHAEL TUBBS, SHERIFF OF MOREHOUSE PARISH
MIDWEST OPERATING ENGINEERS HEALTH AND WELFARE FUND
MIKE DEWINE, OHIO ATTORNEY GENERAL
MIKE HALE, IN HIS CAPACITY AS SHERRIFF OF JEFFERSON COUNTY, ALABAMA
MIKE HUNTER, OKLAHOMA ATTORNEY GENERAL
MIKE STONE, SHERIFF FOR LINCOLN PARISH
MILLS COUNTY
MILWAUKEE COUNTY, WISCONSIN
MINIDOKA COUNTY, IDAHO
MINISTER DAVID BREWTON
MINUTE MEN SELECT, INC.
MINUTE MEN, INC.
MISSOULA COUNTY

MOBILE COUNTY EMERGENCY MEDICAL SERVICES RESCUE SQUAD, INC.
MOBILE COUNTY, ALABAMA
MONITEAU COUNTY, MISSOURI
MONMOUTH COUNTY
MONONGALIA COUNTY COMMISSION
MONROE COUNTY
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, GEORGIA
MONROE COUNTY, MISSISSIPPI
MONTGOMERY COUNTY
MONTGOMERY COUNTY, AL
MONTGOMERY COUNTY, KANSAS
MONTGOMERY COUNTY, MARYLAND
MONTGOMERY COUNTY, MISSOURI
MONTGOMERY COUNTY, TN
MOORE COUNTY
MORGAN CITY
MORGAN COUNTY
MORGAN COUNTY COMMISSION
MORGAN COUNTY, ALABAMA
MORGAN COUNTY, TN
MORRISON COUNTY, MN
MORROW COUNTY BOARD OF COUNTY COMMISSIONERS
MOWER COUNTY, MN
MSI CORPORATION
MSP RECOVERY CLAIMS SERIES LLC
MSP RECOVERY CLAIMS, SERVICES LLC
MSPA CLAIMS 1, LLC
MUNICIPALITY OF CANOVANAS, PUERTO RICO
MUNICIPALITY OF GUAYAMA, PUERTO RICO
MUNICIPALITY OF GUAYANILLA, PUERTO RICO
MUNICIPALITY OF JUNCOS, PUERTO RICO
MUNICIPALITY OF LOIZA, PUERTO RICO
MUNICIPALITY OF RIO GRANDE, PUERTO RICO
MUNICIPALITY OF SABANA GRANDE, PUERTO RICO
MUNICIPALITY OF VEGA ALTA, PUERTO RICO
MUNICIPALITY OF YABUCOA, PUERTO RICO
MUSKEGON COUNTY, MICHIGAN
MUSKINGUM COUNTY BOARD OF COUNTY COMMISSIONERS
NADJA STREITER
NATIONAL ROOFERS UNION & EMPLOYERS JOINT HEALTH & WELFARE FUND
NATIVE VILLAGE OF AFOGNAK
NATIVE VILLAGE OF PORT HEIDEN
NESHIBA COUNTY, MISSISSIPPI
NEW HANOVER COUNTY
NEW ORLEANS MISSION, INC.
NEWMAN'S MEDICAL SERVICES, INC.
NEWTON COUNTY, GEORGIA
NEZ PIERCE TRIBE
NICHOLAS A. PADRON
NOBLE COUNTY, OHIO
NODAWAY COUNTY, MISSOURI
NORTH CADDO HOSPITAL SERVICE DISTRICT
NORTH CADDO MEDICAL CENTER
NORTH MISSISSIPPI MEDICAL CENTER INC.
NORTHAMPTON COUNTY

NORTHEAST CARPENTERS FUNDS
NORTHERN ARAPAHO TRIBE
NORTHERN CHEYENNE TRIBE
NORTHWEST ARIZONA EMPLOYEE BENEFIT TRUST
NORTON SOUND HEALTH CORPORATION
NUECES COUNTY HOSPITAL DISTRICT
NYE COUNTY, NEVADA
OCHILTREE COUNTY HOSPITAL DISTRICT
OCONEE COUNTY, GA
OCONTO COUNTY
ODYSSEY HOUSE LOUISIANA, INC.
OGLALA LAKOTA SIOUX TRIBE
OGLETHORPE COUNTY, GEORGIA
OHIO CARPENTERS HEALTH FUND
OHIO CONFERENCE OF TEAMSTERS & INDUSTRY HEALTH & WELFARE FUND
OHIO COUNTY COMMISSION
ONEIDA COUNTY
ONEIDA NATION
ONslow COUNTY
OPELOUSAS GENERAL HEALTH SYSTEM
OPELOUSAS GENERAL HOSPITAL AUTHORITY
ORANGE COUNTY
ORLAND FIRE PROTECTION DISTRICT
ORLEANS PARISH HOSPITAL SERVICE DISTRICT - DISTRICT A
OSAGE COUNTY, MISSOURI
OTERO COUNTY
OTTAWA COUNTY BOARD OF COUNTY COMMISSIONERS
OUR LADY OF BELLEFONTE
OVERTON COUNTY, TN
OWYHEE COUNTY, IDAHO
OZARK COUNTY, MISSOURI
PAGE COUNTY
PAIUTE-SHOSHONE TRIBE OF THE FALLON RESERVATION AND COLONY
PALA BAND OF MISSION INDIANS
PALM BEACH COUNTY
PAMELA OSBORNE
PAMLICO COUNTY
PANAMA CITY, FLORIDA
PANOLA COUNTY, MISSISSIPPI
PARISH OF DESOTO
PASCO COUNTY
PASQUOTANK COUNTY
PASSAMAQUODDY TRIBE-INDIAN TOWNSHIP
PASSAMAQUODDY TRIBE-PLEASANT POINT
PAYETTE COUNTY, IDAHO
PEACH COUNTY, GEORGIA
PENOBSCOT COUNTY
PEOPLE OF CALIFORNIA
PERRY COUNTY
PERRY COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY COUNTY, MISSISSIPPI
PERSON COUNTY
PETER F. KILMARTIN, RHODE ISLAND ATTORNEY GENERAL
PETER K. MICHAEL, WYOMING ATTORNEY GENERAL
PHELPS COUNTY, MISSOURI
PHENIX CITY, ALABAMA

PHILADELPHIA FEDERATION OF TEACHERS HEALTH AND WELFARE FUND
PIATT COUNTY, ILLINOIS
PICKENS COUNTY
PICKETT COUNTY, TN
PIERCE COUNTY
PIERCE COUNTY, GEORGA
PIKE COUNTY BOARD OF COUNTY COMMISSIONERS
PIKE COUNTY, ALABAMA
PIMA COUNTY, ARIZONA
PINELLAS COUNTY, FLORIDA
PIONEER TELEPHONE COOPERATIVE, INC.
PIONEER TELEPHONE COOPERATIVE, INC. EMPLOYEE BENEFITS PLAN
PIPE FITTERS LOCAL UNION NO. 120 INSURANCE FUND
PITT COUNTY
PITTSYLVANIA COUNTY
PLAINS TOWNSHIP, PENNSYLVANIA
PLEASANTS COUNTY COMMISSION
PLUMBERS LOCAL UNION NO. 1 WELFARE FUND
POCAHONTAS COUNTY COMMISSION
POINTE COUPEE PARISH HEALTH SERVICES DISTRICT NUMBER 1
POLICE JURY OF THE PARISH OF POINTE COUPEE, LOUISIANA
POLK COUNTY
POLK COUNTY, FLORIDA
POLK COUNTY, GEORGIA
PONCA TRIBE OF INDIANS OF OKLAHOMA
PONCA TRIBE OF NEBRASKA
PONTONOC HEALTH SERVICES, INC.
PORT GAMBLE S'KLALLAM TRIBE, SUQUAMISH TRIBE, AND JAMESTOWN S'KLALLAM TRIBE
PORTER COUNTY
POTTER VALLEY TRIBE
PRAIRIE ISLAND INDIAN COMMUNITY
PRARIE ISLAND INDIAN COMMUNITY
PRENTISS COUNTY, MISSISSIPPI
PRESIDENT WILLIAM K. "BULL" FONTENOT JR.
PRICE COUNTY
PRIMARY PURPOSE CENTER INC.
PRINCE GEORGE'S COUNTY, MARYLAND
PUEBLO COUNTY
PULASKI COUNTY
PULASKI COUNTY, MISSOURI
PULASKI COUNTY, VIRGINIA
QUINULT INDIAN NATION
R.D. BURNS
RACHEL WOOD
RAMSEY COUNTY, MN
RANDOLPH COUNTY
RANDOLPH COUNTY COMMISSION
RANDY SEAL, SHERIFF OF WASHINGTON PARISH
RANDY SMITH, SHERIFF OF ST. TAMMANY PARISH, LOUISIANA
RED CLIFF BAND OF LAKE SUPERIOR CHIPPEWA INDIANS
RED LAKE CHIPPEWA BAND OF CHIPPEWA INDIANS
RED RIVER FIRE PROTECTION DISTRICT
RED RIVER PARISH
REDWOOD VALLEY OR LITTLE RIVER BAND OF POMO INDIANS OF THE REDWOOD VALLEY
RANCHERIA
REGINA HAPGOOD

RENO-SPARKS INDIAN COLONY
RESIGHINI RANCHERIA
REYNOLDS COUNTY, MISSOURI
RHONDA BELCHER
RICHARD COELHO
RICHLAND COUNTY CHILDREN'S SERVICES
RICHLAND PARISH
RICHMOND COUNTY, NORTH CAROLINA
RINCON BAND OF LUISENO INDIANS
RIPLEY COUNTY
RIPLEY COUNTY, MISSOURI
RISK MANAGEMENT, INC.
RITCHIE COUNTY COMMISSION
RIVERSIDE-SAN BERNADINO COUNTY INDIAN HEALTH, INC.
ROBERT E. MANCHESTER
ROBERT NORRIS BLACK, EUREKA CITY ATTORNEY
ROBESON COUNTY
ROBINSON RANCHERIA
ROCK COUNTY
ROCKDALE COUNTY, GEORGIA
ROCKINGHAM COUNTY
RODNEY INGLE, SHERIFF OF FAYETTE COUNTY, ALABAMA
RONALD D. STRACENER
RONALD RICHARDSON, SHERIFF OF SABINE PARISH
ROSARY HALL
ROSEBUD SIOUX TRIBE
ROSS COUNTY BOARD OF COUNTY COMMISSIONERS
ROUND VALLEY INDIAN HEALTH CENTER INC.
ROUND VALLEY INDIAN TRIBES
ROWAN COUNTY
ROXIE WHITLEY
RUSH HEALTH SYSTEMS, INC.
RUSK COUNTY
RUSS BALTHIS, THE LAW DIRECTOR FOR THE CITY OF CUYAHOGA FALLS
RUSSELL COUNTY, VIRGINIA
RUTHERFORD COUNTY
RUTHERFORD COUNTY, TN
SAGADAHOC COUNTY
SAINT ELIZABETH MEDICAL CENTER, INC.
SAINT REGIS MOHAWK TRIBE
SALINE COUNTY
SALT LAKE COUNTY
SAN FRANCISCO CITY ATTORNEY DENNIS J. HERRERA
SAN JUAN COUNTY
SANDUSKY COUNTY BOARD OF COMMISSIONERS
SANTA ROSA COUNTY
SARASOTA COUNTY PUBLIC HOSPITAL DISTRICT
SARPY COUNTY, NEBRASKA, A MUNICIPAL CORPORATION
SAUK COUNTY
SAWYER COUNTY
SCHLEY COUNTY, GEORGIA
SCHUYLER COUNTY,
SCHUYLKILL COUNTY, PA.
SCIOTO COUNTY BOARD OF COUNTY COMMISSIONERS
SCOTT ANSLUM, SHERIFF OF ST. MARY PARISH
SCOTT COUNTY BOARD OF SUPERVISORS

SCOTT COUNTY INDIANA
SCOTT COUNTY, TN
SCOTT ELLINGTON
SCOTTS VALLEY BAND OF POMO INDIANS
SEATTLE INDIAN HEALTH BOARD
SEDGWICK COUNTY BOARD OF COUNTY COMMISSIONERS
SENECA COUNTY BOARD OF COUNTY COMMISSIONERS
SENECA NATION OF INDIANS
SHAKOPEE MDEWAKANTON SIOUX COMMUNITY
SHANNON HUNT
SHARKEY-ISSAQUENA COMMUNITY HOSPITAL
SHAWANO COUNTY
SHEBOYGAN COUNTY
SHEET METAL WORKERS LOCAL NO. 25 HEALTH AND WELFARE FUND
SHELBY COUNTY
SHELBY COUNTY BOARD OF COUNTY COMMISSIONERS
SHELBY COUNTY, ALABAMA
SHELBY COUNTY, MISSOURI
SHINNECOCK INDIAN NATION
SID J. GAUTREAUX III, PARISH OF EAST BATON ROUGE
SISSETON-WAHPETON OYATE
SKAGIT COUNTY
SMITH COUNTY, TN
SMYTH COUNTY, VIRGINIA
SNOHOMISH COUNTY, A WASHINGTON MUNICIPAL CORPORATION
SOMERSET COUNTY
SOUTH CENTRAL REGIONAL MEDICAL CENTER
SOUTH CENTRAL UFCW UNIONS AND EMPLOYERS HEALTH & WELFARE TRUST
SOUTH FORK BAND OF THE TE-MOAK TRIBE OF WESTERN SHOSHONE INDIANS
SOUTHCENTRAL FOUNDATION
SOUTHEAST ALASKA REGIONAL HEALTH CONSORTIUM
SOUTHEAST FLORIDA BEHAVIORAL HEALTH NETWORK INC
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
SOUTHWEST MISSISSIPPI REGIONAL MEDICAL CENTER
SPARTANBURG COUNTY
SPIRIT LAKE TRIBE
SPOKANE COUNTY
SPRINGFIELD TOWNSHIP
SQUAXIN ISLAND TRIBE
ST. BERNARD PARISH GOVERNMENT
ST. CHARLES COUNTY, MISSOURI
ST. CLAIR COUNTY, ALABAMA
ST. CLAIRE MEDICAL CENTER, INC.
ST. CROIX CHIPPEWA INDIANS OF WISCONSIN
ST. CROIX COUNTY
ST. ELIZABETH HEALTHCARE
ST. JAMES PARISH
ST. JOHN THE BAPTIST PARISH
ST. JOSEPH COUNTY
ST. LANDRY PARISH, LOUISIANA
ST. LOUIS COUNTY
ST. LOUIS COUNTY, MN
ST. MARTIN PARISH
ST. MARY PARISH
ST. MARY PARISH SCHOOL BOARD
ST. TAMMANY FIRE PROTECTION DISTRICT NO. 1

ST. TAMMANY FIRE PROTECTION DISTRICT NO. 12
ST. TAMMANY FIRE PROTECTION DISTRICT NO. 13
ST. TAMMANY FIRE PROTECTION DISTRICT NO. 2
ST. TAMMANY FIRE PROTECTION DISTRICT NO. 3
ST. TAMMANY FIRE PROTECTION DISTRICT NO. 4
ST. TAMMANY FIRE PROTECTION DISTRICT NO. 5
ST. TAMMANY PARISH CORONER'S OFFICE AND DR. CHARLES PRESTON
ST. TAMMANY PARISH GOVERNMENT
ST. VINCENT CHARITY MEDICAL CENTER
STANDING ROCK SIOUX TRIBE
STARK COUNTY, OHIO BOARD OF COUNTY COMMISSIONERS
STARKE COUNTY, INDIANA
STATE OF ALABAMA
STATE OF ALASKA
STATE OF ARIZONA
STATE OF ARKANSAS
STATE OF CALIFORNIA
STATE OF CONNECTICUT
STATE OF DELAWARE, EX REL. MATTHEW P. DENN
STATE OF FLORIDA
STATE OF GEORGIA
STATE OF ILLINOIS
STATE OF ILLINOIS AND ST. CLAIR COUNTY, ILLINOIS
STATE OF INDIANA
STATE OF LOUISIANA
STATE OF MINNESOTA
STATE OF MISSISSIPPI
STATE OF MISSOURI
STATE OF MONTANA
STATE OF NEVADA
STATE OF NEW HAMPSHIRE
STATE OF NEW MEXICO
STATE OF NEW YORK
STATE OF NORTH CAROLINA
STATE OF NORTH DAKOTA
STATE OF OHIO
STATE OF OKLAHOMA
STATE OF OREGON
STATE OF PENNSYLVANIA
STATE OF RHODE ISLAND
STATE OF SOUTH CAROLINA
STATE OF SOUTH DAKOTA
STATE OF TENNESSEE
STATE OF TEXAS
STATE OF UTAH
STATE OF VERMONT
STATE OF WASHINGTON
STATE OF WYOMING
STE. GENEVIEVE COUNTY
STEPHANIE SCHWARTZ
STEPHENS COUNTY
STOCKBRIDGE-MUNSEE COMMUNITY
STOKES COUNTY
STONE COUNTY
STONE COUNTY, MISSISSIPPI
STRAFFORD COUNTY

SULLIVAN COUNTY
SUMMIT COUNTY PUBLIC HEALTH
SUMMIT COUNTY, UTAH
SUMNER COUNTY, TN
SUMTER COUNTY, ALABAMA
SUMTER COUNTY, GEORGIA
SUNFLOWER COUNTY, MISS
SURRY COUNTY
SWEETWATER COUNTY
SWINOMISH TRIBE
TALBOT COUNTY, MARYLAND
TALIAFERRO COUNTY, GEORGIA
TALLADEGA COUNTY, ALABAMA
TALLAHATCHIE COUNTY, MISS.
TALLAPOOSA COUNTY, AL
TAMA COUNTY
TANANA CHIEFS CONFERENCE
TANEY COUNTY
TATE COUNTY, MISSISSIPPI
TATTNALL COUNTY, GEORGIA
TAYLOR COUNTY
TAYLOR REGIONAL HOSPITAL
TAZEWELL COUNTY, VIRGINIA
TEAMSTERS HEALTH SERVICE AND INSURANCE PLAN LOCAL 404
TEAMSTERS LOCAL 237 RETIREES' BENEFIT FUND AND TEAMSTERS LOCAL 237 WELFARE FUND
TEAMSTERS LOCAL 493 HEALTH SERVICE & INSURANCE FUND
TEAMSTERS LOCAL 671 HEALTH SERVICE & INSURANCE FUND
TEAMSTERS LOCAL 677 HEALTH SERVICE & INSURANCE FUND
TEAMSTERS LOCAL NO. 348 HEALTH & WELFARE FUND
TEAMSTERS UNION LOCAL NO. 52 HEALTH & WELFARE FUND
TEXAS COUNTY
TEXAS OFFICE OF THE ATTORNEY GENERAL
THE ARIZONA SCHOOL ALLIANCE FOR WORKERS' COMPENSATION, INC.
THE BEAR RIVER BAND OF ROHNERVILLE RANCHERIA
THE BLACKFEET TRIBE OF THE BLACKFEET INDIAN RESERVATION
THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN
THE BOARD OF COMMISSIONERS OF THE COUNTY OF FRANKLIN
THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, STATE OF OKLAHOMA
THE BOARD OF COUNTY COMMISSIONERS OF GARVIN COUNTY, STATE OF OKLAHOMA
THE BOARD OF COUNTY COMMISSIONERS OF MCCLAIN COUNTY, STATE OF OKLAHOMA
THE BOARD OF COUNTY COMMISSIONERS OF OSAGE COUNTY, STATE OF OKLAHOMA
THE BOARD OF COUNTY COMMISSIONERS OF OTTAWA COUNTY, STATE OF OKLAHOMA
THE BOARD OF COUNTY COMMISSIONERS OF PAWNEE COUNTY, STATE OF OKLAHOMA
THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, STATE OF OKLAHOMA
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF JEFFERSON
THE BOROUGH OF RIDGEFIELD
THE BOSTON HOUSING AUTHORITY
THE BOSTON PUBLIC HEALTH COMMISSION
THE CANDLER COUNTY HOSPITAL AUTHORITY
THE CHEROKEE NATION
THE CITY OF NEW FRANKLIN
THE COMMONWEALTH OF PA BY JAMES MARTIN
THE COMMONWEALTH OF PUERTO RICO
THE COUNTY COMMISSION OF BARBOUR COUNTY
THE COUNTY COMMISSION OF MASON COUNTY
THE COUNTY COMMISSION OF MINGO COUNTY

THE COUNTY COMMISSION OF PUTNAM COUNTY
THE COUNTY COMMISSION OF TAYLOR COUNTY
THE COUNTY COMMISSION OF WEBSTER COUNTY
THE FISCAL COURT OF BOURBON COUNTY
THE FISCAL COURT OF BRACKEN COUNTY
THE FISCAL COURT OF BRECKINRIDGE COUNTY
THE FISCAL COURT OF CAMPBELL COUNTY
THE FISCAL COURT OF CARLISLE COUNTY
THE FISCAL COURT OF CARTER COUNTY
THE FISCAL COURT OF CHRISTIAN COUNTY
THE FISCAL COURT OF CLARK COUNTY
THE FISCAL COURT OF CLAY COUNTY
THE FISCAL COURT OF CUMBERLAND COUNTY
THE FISCAL COURT OF ELLIOTT COUNTY
THE FISCAL COURT OF ESTILL COUNTY
THE FISCAL COURT OF FLEMING COUNTY
THE FISCAL COURT OF FRANKLIN COUNTY
THE FISCAL COURT OF GARRARD COUNTY
THE FISCAL COURT OF GREEN COUNTY
THE FISCAL COURT OF GREENUP COUNTY
THE FISCAL COURT OF HARDIN COUNTY
THE FISCAL COURT OF HARLAN COUNTY
THE FISCAL COURT OF HENDERSON COUNTY
THE FISCAL COURT OF HENRY COUNTY
THE FISCAL COURT OF HOPKINS COUNTY
THE FISCAL COURT OF JESSAMINE COUNTY
THE FISCAL COURT OF KENTON COUNTY
THE FISCAL COURT OF KNOX COUNTY
THE FISCAL COURT OF LAUREL COUNTY
THE FISCAL COURT OF LEE COUNTY, KENTUCKY
THE FISCAL COURT OF LESLIE COUNTY
THE FISCAL COURT OF LETCHER COUNTY
THE FISCAL COURT OF LINCOLN COUNTY
THE FISCAL COURT OF MADISON COUNTY
THE FISCAL COURT OF MARSHALL COUNTY
THE FISCAL COURT OF MARTIN COUNTY
THE FISCAL COURT OF MEADE COUNTY
THE FISCAL COURT OF MONTGOMERY COUNTY
THE FISCAL COURT OF NICHOLAS COUNTY
THE FISCAL COURT OF OLDHAM COUNTY
THE FISCAL COURT OF OWEN COUNTY
THE FISCAL COURT OF OWSLEY COUNTY
THE FISCAL COURT OF PENDLETON COUNTY
THE FISCAL COURT OF PERRY COUNTY
THE FISCAL COURT OF POWELL COUNTY
THE FISCAL COURT OF PULASKI COUNTY
THE FISCAL COURT OF ROWAN COUNTY
THE FISCAL COURT OF SCOTT COUNTY
THE FISCAL COURT OF SHELBY COUNTY
THE FISCAL COURT OF SPENCER COUNTY
THE FISCAL COURT OF UNION COUNTY
THE FISCAL COURT OF WAYNE COUNTY
THE FISCAL COURT OF WHITLEY
THE FISCAL COURT OF WOLFE COUNTY, KENTUCKY
THE FISCAL COURT OF WOODFORD
THE GILMER COUNTY COMMISSION

THE HOOPAH VALLEY TRIBE
THE INSURANCE COMMITTEE OF THE ASSESSORS' INSURANCE FUND
THE KERSHAW COUNTY HOSPITAL BOARD
THE LEECH LAKE BAND OF OJIBWE
THE LUMMI TRIBE OF THE LUMMI RESERVATION
THE MAKAH INDIAN TRIBE, A FEDERALLY RECOGNIZED INDIAN TRIBE
THE MARSHALL COUNTY HEALTH CARE AUTHORITY
THE MAYOR AND ALDERMAN OF THE CITY OF SAVANNAH
THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, MARYLAND
THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND
THE MEDICAL CENTER AT ALBANY
THE MEDICAL CENTER AT BOWLING GREEN
THE MEDICAL CENTER AT CAVERNA
THE MEDICAL CENTER AT CLINTON COUNTY, INC.
THE MEDICAL CENTER AT FRANKLIN, INC.
THE MEDICAL CENTER AT SCOTTSVILLE
THE MENOMINEE INDIAN TRIBE OF WISCONSIN
THE MONTGOMERY COUNTY BOARD OF COUNTY COMMISSIONERS
THE MUSCOGEE (CREEK) NATION
THE NAVAJO NATION
THE NISQUALLY INDIAN TRIBE
THE PARISH OF JEFFERSON
THE PASSAMAQUODDY TRIBE-INDIAN TOWNSHIP
THE PASSAMAQUODDY TRIBE-PLEASANT POINT
THE STATE OF COLORADO EX REL. CYNTHIA H. COFFMAN, ATTORNEY GENERAL
THE TOWN OF WEBSTER SPRINGS
THE TRUSTEES OF THE UNITE HERE LOCAL 634 HEALTH & WELFARE FUND
THE UNIFIED GOVERNMENT OF MACON BIBB COUNTY GEORGIA
THE VILLAGE OF BEDFORD PARK
THE VILLAGE OF BOSTON HEIGHTS
THE VILLAGE OF CLINTON
THE VILLAGE OF EVERGREEN PARK
THE VILLAGE OF LAKEMORE
THE VILLAGE OF LYONS
THE VILLAGE OF MOGADORE
THE VILLAGE OF PENINSULA
THE VILLAGE OF RICHFIELD
THE VILLAGE OF SILVER LAKE
THE VILLAGE OF SUMMIT
THURSTON COUNTY
TIPPAH COUNTY, MISS.
TIPPECANOE COUNTY, INDIANA
TISHOMINGO HEALTH SERVICES
TOM KOSTOFF, THE LAW DIRECTOR FOR THE CITY OF MUNROE FALLS
TONY MANCUSO, SHERIFF OF CALCASIEU PARISH
TOOELE COUNTY, UTAH
TOOMBS COUNTY, GEORGIA
TORRES MARTINEZ DESERT CAHUILLA INDIANS
TOWN OF ACQUINNAH
TOWN OF ACUSHNET, MASSACHUSETTS
TOWN OF AGAWAM
TOWN OF AMESBURY
TOWN OF AMHERST
TOWN OF ATHOL, MASSACHUSETTS
TOWN OF AUBURN
TOWN OF BALDWIN

TOWN OF BARNSTABLE
TOWN OF BARRINGTON
TOWN OF BELCHERTOWN
TOWN OF BERLIN
TOWN OF BERWICK
TOWN OF BETHLEHEM
TOWN OF BILLERICA
TOWN OF BREWSTER
TOWN OF BRIDGEWATER
TOWN OF BRISTOL
TOWN OF BROOKLINE, MASSACHUSETTS
TOWN OF BROWNSTOWN, INDIANA
TOWN OF BURRILLVILLE
TOWN OF BUTLER, AL
TOWN OF CALEDONIA, MISSISSIPPI
TOWN OF CANTON
TOWN OF CARVER
TOWN OF CHANDLER, INDIANA
TOWN OF CHARLESTOWN, RI
TOWN OF CHARLTON
TOWN OF CHEEKTOWAGA
TOWN OF CHELMSFORD
TOWN OF CHEROKEE, ALABAMA
TOWN OF CLARKSBURG
TOWN OF CLENDENIN, WEST VIRGINIA
TOWN OF COVENTRY
TOWN OF COVENTRY, RI
TOWN OF CUMBERLAND, RI
TOWN OF DANVERS
TOWN OF DANVILLE, INDIANA
TOWN OF DEDHAM, MASSACHUSETTS
TOWN OF DENNIS, MASSACHUSETTS
TOWN OF DERRY, NEW HAMPSHIRE
TOWN OF DOUBLE SPRINGS, ALABAMA
TOWN OF DOUGLAS
TOWN OF DUDLEY
TOWN OF EAST BRIDGEWATER
TOWN OF EAST GREENWICH
TOWN OF EASTHAM
TOWN OF FAIRHAVEN, MASSACHUSETTS
TOWN OF FALMOUTH
TOWN OF FERRIDAY, LOUISIANA
TOWN OF FOSTER
TOWN OF FREETOWN
TOWN OF GAULEY BRIDGE, WEST VIRGINIA, A WEST VIRGINIA
TOWN OF GEORGETOWN
TOWN OF GERALDINE, ALABAMA
TOWN OF GLOCESTER
TOWN OF GRAFTON
TOWN OF GRANT, AL
TOWN OF HANSON
TOWN OF HOLLISTON
TOWN OF HOPEDALE
TOWN OF HOPKINTON, RI
TOWN OF HUDSON
TOWN OF JAMESTOWN

TOWN OF JOHNSTON, RI
TOWN OF LAKE PROVIDENCE, LOUISIANA
TOWN OF LAKEVILLE
TOWN OF LANCASTER
TOWN OF LEICESTER
TOWN OF LEVERETT
TOWN OF LONDONDERRY, NEW HAMPSHIRE
TOWN OF LONGMEADOW
TOWN OF LUDLOW
TOWN OF LUNENBERG
TOWN OF LYNNFIELD
TOWN OF MADISONVILLE
TOWN OF MARBLEHEAD
TOWN OF MARSHFIELD
TOWN OF MASHPEE
TOWN OF MATTAPOISETT
TOWN OF MCKENZIE, AL
TOWN OF MIDDLEBOROUGH
TOWN OF MIDDLEBURY
TOWN OF MIDDLETOWN, RHODE ISLAND
TOWN OF MILFORD
TOWN OF MOORESVILLE, INDIANA
TOWN OF MUNFORD, ALABAMA
TOWN OF NANTUCKET
TOWN OF NARRAGANSETT
TOWN OF NEW DELHI, LOUISIANA
TOWN OF NEW MILFORD
TOWN OF NORTH ANDOVER
TOWN OF NORTH ATTLEBOROUGH
TOWN OF NORTH KINGSTOWN
TOWN OF NORTH PROVIDENCE
TOWN OF NORTH READING
TOWN OF NORTON
TOWN OF NORWELL
TOWN OF NORWOOD, MASSACHUSETTS
TOWN OF ORANGE, MASSACHUSETTS
TOWN OF PALMER
TOWN OF PEMBROKE
TOWN OF PENDLETON
TOWN OF PLAINFIELD, INDIANA
TOWN OF PLAINVILLE
TOWN OF PLYMOUTH
TOWN OF PROSPECT
TOWN OF PROVINCETOWN, MASSACHUSETTS
TOWN OF REHOBOTH, MASSACHUSETTS
TOWN OF RICHMOND
TOWN OF RICHWOOD, LOUISIANA
TOWN OF ROCKLAND
TOWN OF ROXBURY
TOWN OF SALISBURY
TOWN OF SANDWICH
TOWN OF SCITUATE, MASSACHUSETTS
TOWN OF SEEKONK
TOWN OF SEYMOUR
TOWN OF SHEFFIELD
TOWN OF SHERIDAN

TOWN OF SHIRLEY
TOWN OF SMITHFIELD
TOWN OF SOMERSET
TOWN OF SOPHIA, WEST VIRGINIA
TOWN OF SOUTH HADLEY
TOWN OF SOUTH KINGSTOWN MUNICIPAL CORPORATION
TOWN OF SOUTHBRIDGE
TOWN OF SPENCER
TOWN OF SPRINGFIELD
TOWN OF STONEHAM
TOWN OF STOUGHTON, MASSACHUSETTS
TOWN OF STRATFORD
TOWN OF STURBRIDGE
TOWN OF SUDBURY
TOWN OF SUTTON
TOWN OF SWAMPSCOTT
TOWN OF TEMPLETON
TOWN OF TEWKSBURY, MASSACHUSETTS
TOWN OF TONAWANDA
TOWN OF TRURO
TOWN OF TYNGSBOROUGH
TOWN OF UPLAND, INDIANA
TOWN OF UPTON
TOWN OF WAKEFIELD
TOWN OF WALLINGFORD
TOWN OF WARE
TOWN OF WARREN
TOWN OF WATERTOWN
TOWN OF WEST BOYLSTON
TOWN OF WEST BRIDGEWATER
TOWN OF WEST GREENWICH
TOWN OF WEST SPRINGFIELD
TOWN OF WEST WARWICK, RI
TOWN OF WESTBOROUGH
TOWN OF WESTERLY
TOWN OF WESTFORD
TOWN OF WHITESVILLE, WEST VIRGINIA
TOWN OF WILMINGTON
TOWN OF WINCHENDON, MASSACHUSETTS
TOWN OF WINTHROP
TOWN OF WOLCOTT
TOWN OF WOODVILLE, ALABAMA
TOWN OF YELLOW BLUFF, ALABAMA
TOWN OF ZIONSVILLE, INDIANA
TOWNSHIP OF BLOOMFIELD
TOWNSHIP OF IRVINGTON
TOWNSHIP OF TEANECK, NJ
TREATMENT WORKS INC
TREMPEALEAU COUNTY
TRI-COUNTY HEALTH DEPARTMENT
TROUP COUNTY, GEORGIA
TUCSON MEDICAL CENTER, A CORPORATION
TULALIP TRIBES
TUNICA-BILOXI TRIBE OF LOUISIANA
TURTLE MOUNTAIN BAND OF CHIPPEWA INDIANS
TUSCALOOSA COUNTY, ALABAMA

TWIGGS COUNTY, GEORGIA
TYLER COUNTY COMMISSION
TYLER M. ROACH
TYRRELL COUNTY
UFCW LOCAL 23 AND EMPLOYERS HEALTH FUND
UINTAH COUNTY, UTAH
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
UNION COUNTY
UNION COUNTY, GEORGIA
UNION COUNTY, MISS.
UNION PARISH
UNION TOWNSHIP
UNITED FOOD AND COMMERCIAL WORKERS HEALTH AND WELFARE FUND OF NORTHEASTERN
PENNSYLVANIA
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1000 OKLAHOMA HEALTH AND WELFARE
FUND
UNITED FOOD AND COMMERCIAL WORKERS UNION UFCW LOCAL 1529 AND EMPLOYERS HEALTH
AND WELFARE PLAN AND TRUST
UNITED FOOD AND COMMERCIAL WORKERS UNIONS AND EMPLOYERS HEALTH AND WELFARE
FUND - ATLANTA
UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1995 EMPLOYERS HEALTH AND WELFARE
FUND
UNITED GOVERNMENT OF ATHENS-CLARKE COUNTY GEORGIA
UPPER SIOUX COMMUNITY
UPSHUR COUNTY COMMISSION
UTAH COUNTY, UTAH
VALLEY FIRE DISTRICT
VALLEY HOPE ASSOCIATION
VAN WERT COUNTY BOARD OF COUNTY COMMISSIONERS
VANCE COUNTY
VANDERBURGH COUNTY
VERMILION PARISH POLICE JURY
VERNON COUNTY
VIGO COUNTY, INDIANA
VILAS COUNTY
VILLAGE OF BELWOOD
VILLAGE OF BERKELEY
VILLAGE OF BRIDGEVIEW
VILLAGE OF BROADVIEW
VILLAGE OF BROOKLYN HEIGHTS
VILLAGE OF CHICAGO RIDGE
VILLAGE OF DOLTON
VILLAGE OF HERKIMER, NEW YORK
VILLAGE OF HILLSIDE
VILLAGE OF HODGKINS
VILLAGE OF HOFFMAN ESTATES
VILLAGE OF LAKEMORE
VILLAGE OF MARRIONETTE PARK
VILLAGE OF MAYWOOD
VILLAGE OF MELROSE PARK
VILLAGE OF NEWBURGH HEIGHTS
VILLAGE OF NORTH RIVERSIDE
VILLAGE OF OAK LAWN
VILLAGE OF ORLAND PARK
VILLAGE OF POSEN
VILLAGE OF RIVER FOREST

VILLAGE OF RIVER GROVE
VILLAGE OF STONE PARK
VILLAGE OF TINLEY PARK
VINTON COUNTY BOARD OF COUNTY COMMISSIONERS
W. ANDREW FOX
W.E.
WABASH COUNTY
WALDO COUNTY
WALKER COUNTY
WALKER RIVER PAIUTE TRIBE OF THE WALKER RIVER RESERVATION
WALLA WALLA COUNTY
WALTER AND VIRGINIA SALMONS
WALTHALL COUNTY, MISS.
WALTON COUNTY, GEORGIA
WALWORTH COUNTY, WISCONSIN
WAMPUM BOROUGH
WARREN COUNTY, GEORGIA
WARREN COUNTY, MISSOURI
WARREN COUNTY, NC
WARREN PRICE, LEGAL COUNSEL FOR SPRINGFIELD TOWNSHIP
WARRENSVILLE HEIGHTS, OHIO
WASATCH COUNTY, UTAH
WASHBURN COUNTY
WASHINGTON COUNTY
WASHINGTON COUNTY, ALABAMA
WASHINGTON COUNTY, FLORIDA
WASHINGTON COUNTY, GEORGIA
WASHINGTON COUNTY, MISS.
WASHINGTON COUNTY, MN
WASHINGTON COUNTY, OHIO AND CITY OF MARIETTA, OHIO
WASHINGTON COUNTY, TN
WASHINGTON POST COMPANY, LLC
WATAUGA COUNTY, NC
WAUKESHA COUNTY, WISCONSIN
WAUPACA COUNTY
WAUSHARA COUNTY
WAYNE COUNTY BOARD OF COUNTY COMMISSIONERS
WAYNE COUNTY, NORTH CAROLINA
WAYNE STENEHJEM, NORTH DAKOTA ATTORNEY GENERAL
WEBER COUNTY, UTAH
WEBSTER COUNTY, MISSOURI
WEBSTER HEALTH SERVICES, INC.
WEBSTER PARISH
WEST BATON ROUGE FIRE PROTECTION DISTRICT NO. 1
WEST BEND MUTUAL INSURANCE COMPANY
WEST BOCA MEDICAL CENTER, INC.
WEST WHARTON COUNTY HOSPITAL DISTRICT
WESTCARE FOUNDATION, INC.
WESTERN PENNSYLVANIA ELECTRICAL EMPLOYEES INSURANCE TRUST FUND
WESTWEGO CITY
WETZEL COUNTY COMMISSION
WHATCOM COUNTY
WHITE COUNTY
WHITFIELD COUNTY
WHITMAN COUNTY
WILCOX COUNTY, ALABAMA

WILKES COUNTY
WILKINSON COUNTY, GEORGIA
WILL COUNTY, ILLINOIS
WILLIAM HANNA, THE LAW SOLICITOR FOR THE VILLAGE OF RICHFIELD
WILLIAM HILTON, SHERIFF OF RAPIDES PARISH
WILLIAMS COUNTY BOARD OF COUNTY COMMISSIONERS
WILLIAMSON COUNTY, TN
WINNEBAGO COUNTY
WINNEBAGO TRIBE OF NEBRASKA
WINSTON MEDICAL CENTER
WOOD COUNTY
WORTH COUNTY
WORTH COUNTY, GEORGIA
WORTH COUNTY, MISSOURI
WYANDOT COUNTY BOARD OF COUNTY COMMISSIONERS
WYDETTE WILLIAMS, SHERRIFF OF EAST CARROLL PARISH
WYOMING COUNTY, PA
WYTHE COUNTY, VIRGINIA
YADKIN COUNTY
YALOBUSHA COUNTY, MISSISSIPPI
YANCEY COUNTY
YERINGTON PAIUTE TRIBE
YORK COUNTY
YUKON-KUSKOWKWIM HEALTH CORPORATION
YUOK TRIBE
ZENITH INSURANCE COMPANY
ZNAT INSURANCE COMPANY

Other

NOVO NORDISK

Schedule 2

Client Match List

<u>Municipal:</u>	<u>Investment Banking Clients:</u>
State of Alaska City of Atlanta Bell County, TX County of Bexar, TX State of California State of Connecticut City of Detroit, MI El Paso County, TX Erie County, PA State of Florida Harris County, TX County of Hildago, TX Houston, TX State of Illinois State of Indiana Kansas City, MO Los Angeles, CA State of Maine City of Memphis, TN City of Miami, FL State of Michigan State of Missouri State of New Hampshire State of New Jersey State of New York State of North Carolina State of Ohio State of Pennsylvania City of Philadelphia, PA City of Phoenix, AZ State of Rhode Island City of San Diego, CA State of Texas Suffolk County, NY State of Connecticut State of Utah State of Washington State of Wisconsin	Alcami Corporation AlixPartners LLP Alvogen or an affiliate thereof Ceridian or an affiliate thereof Hercules Trust iHeart Media Inc. Information Resources inVentiv health or an affiliate thereof Ladenburg B.V. or an affiliate thereof Masergy Communications Inc. Patheon Pharmaceuticals Inc. PPD Development LP or an affiliate thereof Siemens Industry Inc. Sparta Systems Waters Corporation

EXHIBIT D

Retention Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
	:	
PURDUE PHARMA L.P., <i>et al.</i> ,	:	Case No. 19-23649 (RDD)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	

**DECLARATION OF BRENDAN STUHAN IN SUPPORT OF APPLICATION FOR
ORDER AUTHORIZING EMPLOYMENT AND RETENTION OF JEFFERIES LLC AS
INVESTMENT BANKER TO THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS NUNC PRO TUNC TO OCTOBER 4, 2019**

Under 28 U.S.C. § 1746, I, Brendan Stuhan, declare as follows under penalty of perjury:

1. I am Assistant General Counsel of Blue Cross and Blue Shield Association. I am making this declaration on behalf of Blue Cross and Blue Shield Association in its capacity as Co-Chair of Official Committee of Unsecured Creditors (the “Committee”) of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”).

2. I submit this declaration (the “Retention Declaration”) in support of the *Application for Order Authorizing Employment and Retention of Jefferies LLC as Investment Banker to the Official Committee of Unsecured Creditors Nunc Pro Tunc to October 4, 2019* (the “Application”).² Except as otherwise noted, all facts in this Retention Declaration are based on my personal knowledge of the matters set forth herein, information gathered from my review of

¹ The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Purdue Pharma L.P. (7484), Purdue Pharma Inc. (7486), Purdue Transdermal Technologies L.P. (1868), Purdue Pharma Manufacturing L.P. (3821), Purdue Pharmaceuticals L.P. (0034), Imbrium Therapeutics L.P. (8810), Adlon Therapeutics L.P. (6745), Greenfield BioVentures L.P. (6150), Seven Seas Hill Corp. (4591), Ophir Green Corp. (4594), Purdue Pharma of Puerto Rico (3925), Avrio Health L.P. (4140), Purdue Pharmaceutical Products L.P. (3902), Purdue Neuroscience Company (4712), Nayatt Cove Lifescience Inc. (7805), Button Land L.P. (7502), Rhodes Associates L.P. (N/A), Paul Land Inc. (7425), Quidnick Land L.P. (7584), Rhodes Pharmaceuticals L.P. (6166), Rhodes Technologies (7143), UDF L.P. (0495), SVC Pharma L.P. (5717) and SVC Pharma Inc. (4014). The Debtors’ corporate headquarters is located at One Stamford Forum, 201 Tresser Boulevard, Stamford, CT 06901.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

relevant documents, and information supplied to me by other members of the Committee and the Committee's advisors.

THE COMMITTEE'S DETERMINATION TO RETAIN JEFFERIES

3. The Committee understands its fiduciary duty to seek to maximize unsecured creditor recoveries and, to the extent reasonably possible, to resolve these Chapter 11 Cases in a consensual and expeditious manner.

4. After discussion and consideration of the costs and benefits, the Committee concluded—in accordance with its fiduciary duties—that it required the services of its own investment banker in order to be able to competently advise unsecured creditors on the transactions that may be consummated in these Chapter 11 Cases. Among other things, the Committee concluded that an independent investment banker was required to assist it with (i) the marketing, negotiating and court approval phases of any potential sale process(es) being conducted by the Debtors', (ii) analysis of any settlements with holders of claims and equity interests of the Debtors as well as any settlements with any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests, including arising from, related to or in connection with the Settlement Structure (as defined in the Debtors' Informational Brief [Docket No. 17]), and (iii) relevant valuations, recoveries, evaluation and negotiations of any proposed chapter 11 plan, settlements, and sales. The Committee's retention of its own investment banker will ensure that any sale process(es), settlements or other transactions are fairly considered by the Committee and that a diligent and exhaustive search for value-maximizing proposals is conducted.

5. The Committee carefully considered what financial professionals are necessary in these Chapter 11 Cases, and the Committee agreed that it required the services of both Jefferies (as investment banker) and Province (as financial advisor) to ensure that the Committee is able to discharge its fiduciary duty to all unsecured creditors.

6. As set forth below, the services to be provided by Jefferies are distinct from the services to be provided by Province, which will, among other things, conduct diligence and analysis regarding the Debtors' businesses and operations.

THE COMMITTEE'S SELECTION PROCESS

7. The decision to retain and employ an investment banker and financial advisor followed careful consideration and a thorough and arm's-length negotiation process. After its appointment, the Committee interviewed three investment banks and two financial advisory firms.

8. Committee members and the Committee's legal counsel spent the period immediately following the interviews reviewing and considering the need to retain one of the investment banks the Committee interviewed. After deliberations among Committee members and counsel, as well as further discussions with the prospective investment banks, the Committee, following negotiations with Jefferies regarding the terms of the engagement, ultimately decided to retain Jefferies, based on its capabilities and significant experience in chapter 11 restructurings (specifically in the pharmaceutical industry), its competitive compensation structure, and the need for an advisor to perform the services for which the Committee seeks to retain Jefferies, specifically, to enable the Committee to discharge its fiduciary duties to independently evaluate any sale process(es), settlements or other transactions contemplated by the Debtors, including any proposed settlement with any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests.

9. The Committee has negotiated, reviewed and agreed to the Fee and Expense Structure set forth below:³

³ To the extent there is any inconsistency between the summary of the Fee and Expense Structure set forth in this Application and the Fee and Expense Structure as set forth in the Engagement Letter, the terms of the Engagement Letter shall control.

- **Monthly Fee.** A monthly fee (the “Monthly Fee”) equal to \$225,000 per month until the expiration or termination of the Engagement Letter. The first Monthly Fee shall be payable immediately upon Bankruptcy Court approval of the Application (with, for the avoidance of doubt, the Monthly Fees being deemed to have accrued beginning on the date of the Engagement Letter), and each subsequent Monthly Fee shall be payable in advance on each monthly anniversary thereafter. Fifty percent of the Monthly Fees in excess of \$2,700,000 (12 Monthly Fees) actually paid to Jefferies shall be credited once (without duplication) against the Transaction Fee (as defined below) due to Jefferies.
- **Transaction Fee.** Upon the consummation of any chapter 11 plan or other Transaction, a fee (the “Transaction Fee”) equal to \$7,500,000. For the avoidance of doubt, only one Transaction Fee may be payable to Jefferies under the terms of the Engagement Letter.

10. The Committee understands that the Fee and Expense Structure is standard for investment banking firms. This view is predicated upon Committee discussions with its advisors before, during, and after the selection process.

11. Having received and evaluated proposals from a number of other investment bankers, the Committee determined that Jefferies’s negotiated compensation package was fair and reasonable.

12. For the avoidance of doubt, I have no relationship with Jefferies or Province.

JEFFERIES AND PROVINCE WILL SERVE DIFFERENT PURPOSES

13. In the Committee’s discussions regarding the possibility for seeking authority to retain both an investment banker and a financial advisor, the Committee members discussed the need to avoid unnecessary duplication of work. To this end, the Committee is focused on ensuring that the advisory services provided by Jefferies and Province are discrete, independent, and ultimately complement each other.

14. The Committee has instructed Jefferies to focus primarily on such macro issues relating to these Chapter 11 Cases such as (i) the marketing, negotiating and court approval phases

of any potential sale process(es) being conducted by the Debtors', (ii) analysis of any settlements with holders of claims and equity interests of the Debtors as well as any settlements with any parties or entities affiliated with or related to, directly or indirectly, the Debtors or the holders of their equity interests, and (iii) relevant valuations, recoveries, evaluation and negotiations of any proposed chapter 11 plan, settlements, and sales.

15. In contrast, the Committee has instructed Province to focus its efforts primarily on micro tasks such as cash flow analysis and intercompany and/or related party transactions, among other things. Province will conduct detailed diligence and analysis of the Debtors' businesses, operations and financial information. To understand the operation of this corporate structure, the assets and claims at each debtor and their impact on unsecured creditor distributions, the Committee requires an experienced financial advisor like Province.

16. The Committee concluded that the services of both Jefferies and Province will be necessary to ensure that the Committee is able to execute its statutory mandate and discharge its fiduciary duty to unsecured creditors. The Committee also believes that each firm possesses distinct skills and experiences that are required by the Committee to evaluate numerous issues facing unsecured creditors in these Chapter 11 Cases, and that it is prudent in the overall circumstances of this case to engage both firms. The Committee agreed that both firms must be utilized.

17. Based on the foregoing, the Committee respectfully requests that the Court enter Order approving the retention of Jefferies, as investment banker, to the Committee.

I declare under penalty of perjury that the foregoing is true and correct on this 4th day of November, 2019.

**THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF PURDUE PHARMA L.P., *ETAL.***

By:  _____

Name: Brendan Stuhan, not in his individual capacity but solely on behalf of Blue Cross and Blue Shield Association, in its capacity as co-chair of the Official Committee of Unsecured Creditors of Purdue Pharma L.P., *et al.*